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WILFREDO V. LAPITAN
Division Clerk of Court
Third Division
JAN 15 2018

Republic of the Philippines
SUPREME COURT
Manila

THIRD DIVISION

MEHITABEL, INC.,
Petitioner,

- versus -

JUFHEL L. ALCUIZAR,
Respondent.

G.R. Nos. 228701-02

Present:

VELASCO, JR., *J.*, Chairperson,
BERSAMIN,*
LEONEN,
MARTIRES, and
GESMUNDO, *JJ.*

Promulgated:

December 13, 2017

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DECISION

VELASCO, JR., *J.*:

Nature of the Case

For the Court's consideration is the Petition for Review on Certiorari under Rule 45 of the Rules of Court challenging the May 19, 2016 Decision[1] and October 19, 2016 Joint Resolution of the Court of Appeals (CA) in CA-G.R. CEB SP Nos. 07302 and 07321, which reversed the July 31, 2012 Decision of the National Labor Relations Commission (NLRC), and consequently ruled that respondent Jufhel L. Alcuizar[2] was illegally dismissed from employment.

The Facts

Petitioner Mehitabel, Inc. is a duly registered corporation engaged in manufacturing high-end furniture for export.[3] The company's Purchasing Department is composed of only four (4) persons: one (1) Purchasing

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* On leave.

[1] Penned by Associate Justice Pamela Ann Abella Maxino and concurred in by Associate Justices Pablito A. Perez and Gabriel T. Robeniol.

[2] Also appears in the records as Jefhel Alcuizar.

[3] *Rollo*, p. 14.

Manager, one (1) Purchasing Officer handling local purchases, one (1) QC Inspector, and one (1) Expediter.[4] On August 31, 2010, the company hired respondent as its Purchasing Manager.[5]

Respondent was able to earn a satisfactory rating during his first few months in the company, but beginning March 2011, his immediate supervisor, Rossana J. Arcenas (Arcenas), started receiving complaints on his work ethics. Petitioner averred that respondent's dismal work performance resulted in delays in the production and delivery of the company's goods.[6]

To address these issues, Arcenas talked to respondent and counselled him to improve. As months passed, however, the complaints against respondent's performance have exacerbated to the point that even the top level officers of the company have expressed their dissatisfaction over his ineptitude.[7]

Sensing no improvement from the respondent and the rising complaints, Arcenas decided to sit down and talk with respondent anew sometime in early August 2011 to encourage the latter to shape up. She advised respondent that should he fail to heed her advice, she may be forced to initiate disciplinary proceedings against him for gross inefficiency.

Arcenas then alleged that respondent left the premises of petitioner's company on August 10, 2011 and gave word that he was quitting his job. Arcenas' narration was corroborated by Sherrie Mae A. Cañete (Cañete) and Wilma R. Molina (Molina), the company's Human Resource Officer and security personnel, respectively, both of whom were personally informed by respondent of his intention to sever the ties with the company.[8] On even date, petitioner wrote to respondent *via* registered mail to inform him that the company decided to treat his act of leaving the office as a violation of its code of conduct, specifically on the provision of abandonment. The letter adverted to reads:

> Mr. Alcuizar,
>
> This morning, you left the office without asking permission from your direct superior, Rosanna J. Arcenas, and only left word with Sherrie Cañete, Acting HR Officer, and the guard that you are quitting your job.
>
> You are already aware that your leaving during working hours is a violation of our company rules and regulations, particularly #1 of Section B (Behavior at Work) of our Code of Conduct which says:

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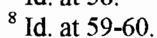
[4] Id. at 295.
[5] Id. at 14.
[6] Id. at 15.

[7] Id. at 58.
[8] Id. at 59-60.

> "Abandoning work place or company premises during working hours without prior permission from superior."

> In view thereof, you are hereby advised to report back to work immediately upon receipt hereof and thereupon submit your written explanation as to why you should not be disciplined for committing the above violation. Failure to submit said written explanation shall be deemed a waiver of your right to present your side and shall constrain us to decide on your case based on available evidence.[9]

Despite respondent's receipt of the afore-quoted letter, he neither reported back to work nor submitted his written explanation.[10] Instead of receiving a reply, petitioner received summons pertaining to a labor dispute that respondent had filed, docketed as NLRC-RAB VII 08-1241-2011.

Unbeknownst then to petitioner, respondent lodged a complaint for illegal dismissal, non-payment of salary, 13th month pay, damages and attorney's fees with claims for reinstatement and backwages against the company and its president, Robert L. Booth (Booth). Respondent emphasized that as early as May 29, June 10, and June 28, 2011, petitioner caused the publication in a newspaper and online a notice of a vacant position for Purchasing Manager, the very same item he was occupying in the company. Subsequently, he was allegedly advised by Arcenas on August 10, 2011 that the company no longer required his services for his failure to satisfactorily meet the company's performance standards, and that he should turn over his work to the newly-hired Purchasing Manager, Zardy Enriquez (Enriquez). It was further alleged that Booth confirmed that respondent was being replaced.

Seeking to absolve themselves from the charge, petitioner and Booth countered that respondent was not illegally dismissed, and that it was actually the latter who abandoned his post.[11] Anent the published job opening, petitioner countered that it was a product of sheer inadvertence; that what was actually vacant was the position of Purchasing Officer, not Purchasing Manager. Respondent was allegedly informed of this inadvertence.

Ruling of the Labor Arbiter

On January 12, 2012, the Labor Arbiter Butch Donabel Ragas-Bilocura, before whom the case was pending, rendered a Decision[12] dismissing the complaint for lack of merit. She found that respondent failed to establish by substantial evidence the fact of dismissal—a precondition before the burden to prove that the dismissal is for a valid or authorized cause can be shifted onto petitioner.

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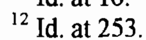
[9] Id. at 148.
[10] Id. at 61.

[11] Id. at 16.
[12] Id. at 253.

Ruling of the NLRC

On appeal, the NLRC, in its July 31, 2012 Decision,[13] reversed the ruling of the Labor Arbiter and ruled thusly:[14]

> WHEREFORE, premises considered, the decision of the Labor Arbiter is hereby REVERSED AND SET ASIDE and a NEW ONE ENTERED declaring validity in the dismissal of complainant. However, for respondent's failure to observe due process, complainant is entitled to be paid indemnity in the form of nominal damages in the amount of P10,000.00
>
> SO ORDERED.

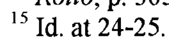
Essentially, the NLRC held that there was dismissal for just cause. It noted that while respondent was repeatedly informed of his below par performance, he remained indolent, thereby causing needless delays in production, customer complaints, lost shipments, and delivery issues. Petitioner was then well within its right in dismissing complainant. Nevertheless, while there exists a substantive ground for an employees' dismissal, respondent is entitled to nominal damages for petitioner's failure to observe procedural due process in terminating him from work.

Both parties moved for reconsideration, but the NLRC maintained its posture. Hence, they filed separate petitions for certiorari before the CA, which were eventually consolidated.

Ruling of the CA

On May 19, 2016, the CA promulgated its assailed Decision, the dispositive portion of which reads:[15]

> IN LIGHT OF ALL THE FOREGOING, the petition for *certiorari* filed by petitioner Jufhel L. Alcuizar, docketed as CA-G.R. SP No. 07302 is PARTLY GRANTED while the petition for *certiorari* filed by petitioner Mehitabel, Inc. and Robert L. Booth, docketed as CA-G.R. SP No. 07321, is DENIED. The Decision dated July 31, 2012 and the Resolution dated September 24, 2012 of the National Labor Relations Commission, Seventh Division, Cebu City, in NLRC Case No. VAC-05-000342-2012, are REVERSED and SET ASIDE.
>
> A new decision is hereby rendered declaring petitioner Jufhel L. Alcuizar as having been illegally dismissed. Consequently, Mehitabel, Inc. is hereby ordered to reinstate Jufhel L. Alcuizar to his former position without loss of seniority rights and other privileges and to his full backwages, inclusive of allowances and benefits, form the date he was illegally dismissed on August 10, 2011 up to the time of his actual



[13] Penned by Presiding Commissioner Violeta Ortiz-Bantug and concurred in by Commissioner Julie C. Rendoque.
[14] *Rollo*, p. 305.
[15] Id. at 24-25.

> reinstatement. Mehitabel, Inc. is also ordered to pay Jufhel L. Alcuizar attorney's fees equivalent to 10% of his monetary award.
>
> Let this case be remanded to the Labor Arbiter for the proper computation of Jufhel L. Alcuizar's monetary awards, which Mehitabel, Inc. should pay without delay.
>
> SO ORDERED.

In reversing the NLRC, the appellate court applied Art. 4 of the Labor Code, which prescribes that all doubts in the implementation and interpretation of the provisions of the Code, including its implementing rules and regulations, shall be resolved in favor of labor. It ruled that as between the divergent claims of the parties, more probative weight is to be accorded to respondent's contention.

Based on the circumstances of the case, so the CA ruled, it was more likely that respondent was verbally notified of the termination of his employment on August 9, 2011; that a day after, or on August 10, 2011, Booth confirmed the dismissal; and that feeling aggrieved, respondent instantaneously filed an illegal dismissal case.

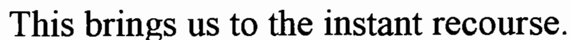
The CA could not appreciate petitioner's defense of abandonment, absent proof of deliberate and unjustified refusal on the part of respondent to resume his employment. It found self-serving the affidavits of the company's human resource officer and security guard who testified that respondent allegedly told them that he was quitting his job. On the other hand, respondent's immediate filing of the complaint for illegal dismissal negated petitioner's theory of abandonment.

Hence, the CA found no abuse of discretion, let alone one that is grave, that can be attributed to the NLRC insofar as the latter's factual finding that petitioner was actually dismissed.

Be that as it may, the appellate court, nonetheless, pronounced that there was insufficient evidence to establish that the dismissal was for just cause. The NLRC Decision upholding the validity of the dismissal was therefore reversed, which reversal in turn became the basis for respondent's entitlement to the benefits under Art. 279 of the Labor Code. Meanwhile, Booth was absolved from liability for lack of proof of gross negligence or bad faith on his part.

Petitioner moved for reconsideration from the afore-quoted Decision of the CA, but the appellate court was unconvinced.

This brings us to the instant recourse.



The Issues

Petitioner relies on the following grounds to support its postulation that respondent was not illegally dismissed:[16]

I.

THE HONORABLE COURT OF APPEALS (20TH Division) COMMITTED SERIOUS REVERSIBLE ERROR IN APPLYING THE RULE AS ENUNCIATED IN ARTICLE 4 OF THE LABOR CODE ON AMBIGUITY IN EVIDENCE IN SUPPORT OF ITS RULING THAT RESPONDENT ALCUIZAR WAS DISMISSED FROM HIS EMPLOYMENT

II.

THE HONORABLE COURT OF APPEALS COMMITTED SERIOUS REVERSIBLE ERROR IN HOLDING THAT RESPONDENT DID NOT ABANDON HIS EMPLOYMENT WITH PETITIONER COMPANY

III.

THE HONORABLE COURT OF APPEALS COMMITTED SERIOUS REVERSIBLE ERROR IN DECLARING THAT RESPONDENT WAS ILLEGALLY DISMISSED FROM HIS EMPLOYMENT

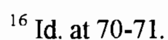
IV.

THE HONORABLE COURT OF APPEALS COMMITTED SERIOUS REVERSIBLE ERROR IN ORDERING PETITIONER COMPANY TO REINSTATE RESPONDENT ALCUIZAR TO HIS FORMER POSITION WITHOUT LOSS OF SENIORITY RIGHTS AND OTHER PRIVILEGES WITH FULL BACKWAGES

V.

THE HONORABLE COURT OF APPEALS COMMITTED SERIOUS REVERSIBLE ERROR IN ADJUDGING PETITIONER COMPANY LIABLE IN PAYING THE RESPONDENT HIS CLAIM FOR ATTORNEY'S FEES

Petitioner stresses that the rule on the ambiguity in evidence can only be invoked if there exists doubt in the evidence between the employee and the employer. There being no substantial evidence on the part of respondent establishing the fact of dismissal, petitioner claims that Art. 4 of the Labor Code cannot then find application herein. It adds that the CA's finding that "it is more likely that [respondent] was verbally notified of the termination of his employment" is not anchored on evidence but purely on surmises and conjectures.



[16] Id. at 70-71.

On the issue of abandonment, petitioner advances the theory that respondent's intention to sever his employment with petitioner was established through the sworn statements of the company's human resource officer and security guard. It was error for the CA to have so casually dismissed their statements as self-serving since there was no showing that there were factors or circumstances, other than a truthful account of what transpired, that impelled the witnesses to give their testimonies. There is also the matter of the logbook entry bearing the notation that respondent declared that he is quitting his job, and the notice to report back to work that respondent ignored, which were both overlooked by the CA.

Given the two circumstances above, petitioner would convince the Court to reinstate the Labor Arbiter's finding that respondent was not illegally dismissed—for not only did he fail to prove the fact of dismissal, it was he who abandoned his work. Petitioner also postulates that respondent is consequently not entitled to reinstatement, full backwages, and to the other benefits under Art. 279 of the Labor Code. Finally, petitioner likewise questions the basis for the award of attorney's fees.

In his Comment, respondent focuses on the unceremonious manner of his dismissal from service. He directs Our attention to the newspaper clippings and printout of online postings regarding the purported vacancy of the position in the company that he occupied. He reiterates that his dismissal was confirmed by Arcenas and Booth, and that, upon inquiry, he was advised to make a proper turnover of his work to the new purchasing manager. Thus, it is his contention that he never abandoned his post, but was actually illegally dismissed from service. His immediate filing of a complaint for illegal dismissal is evidence that he had no intention to sever the employer-employee relation. He, therefore, prays for the dismissal of the instant petition.

The Court's Ruling

The petition is meritorious.

The respondent failed to establish the fact of dismissal

Ei incumbit probatio qui dicit, non qui negat. The burden of proof is on the one who declares, not on one who denies. A party alleging a critical fact must support his allegation with substantial evidence, for any decision based on unsubstantiated allegation cannot stand without offending due process.[17] And in illegal termination cases, jurisprudence had underscored that the fact of dismissal must be established by positive and overt acts of an

[17] *Macasero v. Southern Industrial Gases Philippines and/or Lindsay,* 579 Phil. 494, 499 (2009).

employer indicating the intention to dismiss[18] before the burden is shifted to the employer that the dismissal was legal.[19]

In the extant case, the records are bereft of any evidence that would corroborate respondent's claim that he was actually dismissed from employment. His asseveration that Arcenas instructed him to turnover his functions to Enriquez remains to be a naked claim. Apart from his bare self-serving allegation, nothing in the records even hints of him being severed from employment by petitioner.

The publication of the purported vacancy for Purchasing Manager does not bolster respondent's claim of dismissal. We find more credible petitioner's assertion that said publications were made through sheer inadvertence, and that the vacancy is actually for the position of Purchasing Officer, rather than Purchasing Manager. This version is corroborated by the fact that petitioner caused an earlier publication, dated February 6, 2011, advertising the vacancy for Purchasing Officer, but with qualifications strikingly similar with, if not an almost verbatim reproduction of, those subsequently published on the May 29, June 10, and June 28, 2011 notices for Purchasing Manager in, to wit:

Qualifications for Purchasing Officer[20]	Qualifications for Purchasing Manager[21]
• Must be a graduate of a business-related course from a reputable university • With five years experience in a manufacturing industry, with at least three years of management experience • Must be able to communicate effectively in oral and written English, self-motivated, highly-organized, resourceful and can work effectively in high-pressured environment • Able to support the search and accreditation of highly potential and qualified contractors or supplier for the company • Able to relate and coordinate well within all the levels of the organization • Quality conscious and must have a sense of urgency	• Must be a graduate of a business-related course from a reputable university • With five years experience in a manufacturing industry, with at least three years of management experience • Must be able to communicate effectively in oral and written English, able to relate and coordinate well within all the levels of the organization • A critical thinker, self-motivated, and resourceful. • Able to support the search and accreditation of highly potential and qualified contractors or supplier for the company • Quality conscious and detail oriented, must have sense of urgency, and can work effectively in high-pressured environment

[18] *Noblejas v. Italian Maritime Academy Phils., Inc.*, G.R. No. 207888, June 9, 2014, 725 SCRA 570.

[19] *Exodus International Construction Corporation v. Biscocho*, G.R. No. 166109, February 23, 2011, 644 SCRA 76.

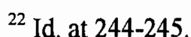
[20] *Rollo*, p. 247.

[21] Id. at 179.

The theory of petitioner is further supported by the affidavit of its Human Resource Officer, Cañete, who admitted to committing the *erratum* thusly:

> 5. I caused the publication of the position of Purchasing Officer in SunStar Cebu on February 6, 2011 right after [April Lyn Indab (Indab), then Purchasing Officer,] informed us that she will not be staying long with Mehitabel, as she was just waiting for a call from her prospective employer from Bahrain. Alcuizar was fully aware of Indab's intention to leave the company because, prior to putting out the advertisement for Purchasing Officer, I asked him if he had someone in mind who could replace Indab;
>
> 6. Unable to get qualified applicants for the position of Purchasing Officer and because of the constant reminder by Indab of her impending resignation, I again caused the publication of the same position in the same local newspaper on May 29, 2011;
>
> 7. Not able to get any applicant from the recent newspaper advertisement, we decided to post the vacancy of Indab's position on-line or on the web. In line with this decision, I instructed our On-the-Job Trainee then, Samantha Lagcao, sometime in the latter part of June 2011 to post the ad out on Mynimo.com and Jobstreet.com.ph. Unaware of the typographical error on the job position that I just published in Sunstar Cebu, I innocently instructed Lagcao to use that particular advertisement on May 29, 2011 as her template for the on-line announcement.
>
> 8. It was only when my attention was called by our HR Director, when she received the job applications on-line, that I realized that there was a mistake in the designation of the vacant position advertised in SunStar Cebu on May 29, 2011. Instead of Purchasing Officer, what erroneously appeared in said newspaper was Purchasing Manager. It was also at that time that I realized that what were also posted by Lagcao on the websites were erroneous.
>
> 9. Alcuizar knew about this error in the ads because I personally informed him about it at the time when he asked me to immediately look for a replacement for Indab after he received the latter's resignation letter on July 20, 2011. In fact, I can vividly recall that incident because Alçuizar demanded that I should expedite the hiring of Indab's replacement as he dreaded dealing with local purchases, which Indab was assigned to do.[22]

Grave as the mistake in the designation of the position published might have been, it remains that Alcuizar was informed of the error committed, and that it was made clear to him that he was never terminated from service at that time in spite of his poor performance. With these considerations, the Court cannot readily treat the publications, by themselves, as sufficient substantial proof of the fact of dismissal.



[22] Id. at 244-245.

Respondent abandoned his employment

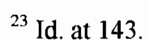
In contrast, petitioner herein issued a Return to Work order to respondent, which the latter received through registered mail. This circumstance bears more weight and effectively negates respondent's self-serving asseveration that he was dismissed from employment; it more than implies that the company still considered respondent as its employee on August 10, 2011.

Respondent's non-compliance with the directive in the Return to Work, to Our mind, signifies his intention to sever the employment relation with petitioner, and gives credence to the latter's claim that it was respondent who abandoned his job. Moreover, such omission substantiates the testimonies of Cañete and Molina who positively attested to the fact of respondent's desertion. In Cañete's affidavit, for instance, she stated under oath the following circumstances:

> 4. On August 10, 2011, at or about 9:30 a.m., Alcuizar dropped by my office and surprisingly said to me, 'Ako nang gibilin ang company phone and other company properties sa akong desk, pero dalhon lang nako ang USB kay akoni.' (I already left the company phone and other company properties, save for the USB since it's mine.) Reacting to his statements, I then asked him, 'Unsaon man pag reach nimo if biyaan nimo ang company cellphone?' (How can we reach you if you will leave the company cellphone?) Alcuizar did not make any response and simply left;
>
> 5. Puzzled by Alcuizar's actuations and curious as to where he was going, I called up Wilma Molina, the guard assigned at the company's entrance gate, and asked if she happened to see Alcuizar leaving. It was during my inquiry with Molina that I learned that Alcuizar had already quit his job.[23]

And in Molina's narration:

> 5. Upon approaching the gate, I asked Alcuizar for his exit pass, since it is our company policy that no one should leave the company premises during working hours unless proper permission is secured. Alcuizar replied by saying, 'Dili na nakinahanglan hasta ang exit logbook coz I'm quitting my job!' (It's no longer necessary and also the exit logbook because I'm quitting my job!);
>
> 6. Surprised by what I just heard from Alcuizar, I answered by remarking, 'Ah, binuang sir.' (You're kidding, sir), to which he replied, 'Gi-surrender nanako ang company cellphone ug ubang company properties. Dalhon ni nakong USB kay ako ni. Kahibawo na ani si Ma'am Cañete.' (I already surrendered the company cellphone and other company properties. I am bringing with me my USB as I own this. Ma'am Cañete already knows this.)



[23] Id. at 143.

> 7. Realizing that he was serious, I decided to let him out of the company gate. And to record what had transpired, I immediately wrote on the exit logbook the following notations, '13. Alcuizar Jufhel 811 9:37 - - I am quietting [sic] my job/no exit pass.[24]

Evident from the foregoing is that there is no dismissal to speak of, let alone one that is illegal. Instead, it was respondent who clearly demonstrated his lack of interest in resuming his employment with petitioner, culminating in abandonment.

Respondent cannot harp on the fact that he filed a complaint for illegal dismissal in proving that he did not abandon his post, for the filing of the said complaint does not *ipso facto* foreclose the possibility of abandonment. It is not the sole indicator in determining whether or not there was desertion, and to declare as an absolute that the employee would not have filed a complaint for illegal dismissal if he or she had not really been dismissed is *non sequitur*.[25]

Apart from the filing of the complaint, the other circumstances surrounding the case must be taken into account in resolving the issue of whether or not there was abandonment. This was the teaching in *Basay v. Hacienda Consolacion* wherein the Court can be quoted saying:

> We are not persuaded by petitioners' contention that nothing was presented to establish their intention of abandoning their work, or that the fact that they filed a complaint for illegal dismissal negates the theory of abandonment.
>
> It bears emphasizing that this case does not involve termination of employment on the ground of abandonment. As earlier discussed, there is no evidence showing that petitioners were actually dismissed. Petitioners' filing of a complaint for illegal dismissal, irrespective of whether reinstatement or separation pay was prayed for, could not by itself be the sole consideration in determining whether they have been illegally dismissed. All circumstances surrounding the alleged termination should also be taken into account.[26]

In the case at bar, there is sufficient basis for the NLRC's finding that respondent had been indolent in his job. The narration of Arcenas in her affidavit detailing the specific circumstances wherein respondent was remiss on his duties was substantiated by the electronic correspondences between respondent and his supervisors. A perusal of the emails revealed the clear dissatisfaction of the company officers with respondent's dismal performance that led to missed shipments, delayed deliveries, and lost clientele.

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[24] Id. at 145.
[25] *Abad v. Roselle Cinema*, G.R. No. 141371, March 24, 2006, 485 SCRA 262, 272.
[26] G.R. No. 175532, April 19, 2010, 618 SCRA 422.

In turn, it is beyond quibbling that a slothful work attitude falls squarely within the ambit of gross and habitual neglect of duty, which is one of the grounds for termination enumerated under Art. 297(b) of the Labor Code, to wit:

> **Article 297.** *Termination by employer.* An employer may terminate an employment for any of the following causes:
>
> (a) Serious misconduct or willful disobedience by the employee of the lawful orders of his employer or representative in connection with his 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 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 representatives; and
> (e) Other causes analogous to the foregoing. (emphasis added)

From these circumstances, it can be gathered that respondent's departure on August 10, 2011 was merely a precursor to his scheme to turn the table against petitioner. Realizing that his employment was at serious risk due to his habitual neglect of his duties, respondent jumped the gun on petitioner by lodging a baseless complaint for illegal dismissal even though it was he who abandoned his employment.

WHEREFORE, in view of the foregoing, the instant petition is hereby **GRANTED**. The May 19, 2016 Decision and October 19, 2016 Joint Resolution of the Court of Appeals in CA-G.R. CEB SP Nos. 07302 and 07321 are hereby **REVERSED** and **SET ASIDE.** The January 12, 2012 Decision of Labor Arbiter Butch Donabel Ragas-Bilocura in NLRC-RAB VII 08-1241-2011, dismissing the complaint for lack of merit, is hereby **REINSTATED**.

SO ORDERED.

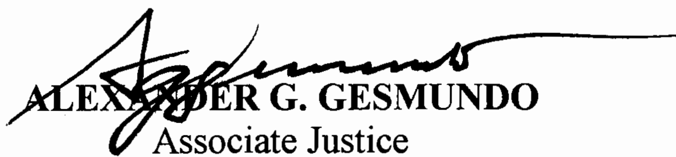
PRESBITERO J. VELASCO, JR.
Associate Justice

WE CONCUR:

(On Leave)
LUCAS P. BERSAMIN
Associate Justice

MARVIC M.V.F. LEONEN
Associate Justice

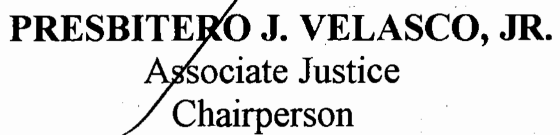
SAMUEL R. MARTIRES
Associate Justice



ALEXANDER G. GESMUNDO
Associate Justice

ATTESTATION

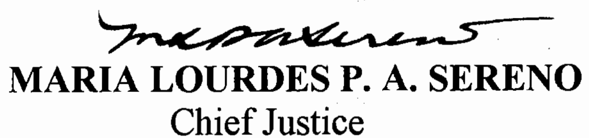
I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



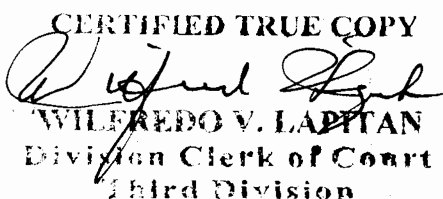
PRESBITERO J. VELASCO, JR.
Associate Justice
Chairperson

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



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WILFREDO V. LAPITAN
Division Clerk of Court
Third Division

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