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**SECOND DIVISION**

[G.R. No. 202322. August 19, 2015]

**LIGHT RAIL TRANSIT AUTHORITY,** *petitioner, vs.* **ROMULO S. MENDOZA, FRANCISCO S. MERCADO, ROBERTO M. REYES, EDGARDO CRISTOBAL, JR., and RODOLFO ROMAN,** *respondents.*

**SYLLABUS**

**1. LABOR AND SOCIAL LEGISLATION; LABOR CODE; NATIONAL LABOR RELATIONS COMMISSION (NLRC); MONEY CLAIMS; FOR HAVING CONDUCTED BUSINESS THROUGH A PRIVATE CORPORATION, THE LIGHT RAIL TRANSIT ADMINISTRATION (LRTA) MUST SUBMIT ITSELF TO THE PROVISIONS GOVERNING PRIVATE CORPORATIONS, INCLUDING THE LABOR CODE; SUSTAINED IN CASE AT BAR.—** The controversy involves the question of whether LRTA can be made liable by the labor tribunals for the respondents' money claim, despite the absence of an employer-employee relationship between them and despite the fact that LRTA is a government-owned and controlled corporation with an original charter. The Court provided the answer in *Phil. National Bank v. Pabalan* where it said: "*By engaging in a particular business through the instrumentality of a corporation, the government divests itself* ***pro hac vice*** *of its sovereign character, so as to render the corporation subject of the rules governing private corporations*." The NLRC accordingly declared: "*for having conducted business through a private corporation, in this case, respondent METRO, as its business conduit or alter ego, respondent LRTA must submit itself to the provisions governing private corporations, including the L abor Code. Consequently, the Labor Arbiter rightfully dismissed the Motion to Dismiss of respondent LRTA*." In this light, we find no grave abuse of discretion in the labor tribunals' taking cognizance of the respondents' money claim against LRTA. x x x The clear language of Resolution No.00-44, to our mind, established the LRTA's obligation for the 50% unpaid balance of the respondents' separation pay. Without doubt, it bound itself to

provide the necessary funding to METRO's Employee Retirement Fund to fully compensate the employees who had been involuntary retired by the cessation of operations of METRO. This is not at all surprising considering that METRO was a wholly owned subsidiary of the LRTA. Even on the assumption that the LRTA did not obligate itself to fully cover the separation benefits of the respondents and others similarly situated, it still cannot avoid liability for the respondents' claim. **It is solidarily liable as an indirect employer under the law for the respondents' separation pay**. This liability arises from the O & M agreement it had with METRO, which created a principal-job contractor relationship between them, an arrangement it admitted when it argued before the CA that METRO was an independent job contractor who, it insinuated, should be solely responsible for the respondents' claim.

**2. ID.; ID.; PAYMENT OF WAGES; CONTRACTOR AND SUB-CONTRACTOR; INDIRECT EMPLOYER; DEFINED.—** Under Article 107 of the Labor Code, an ***indirect employer*** is "*any person, partnership, association or corporation which, not being an employer, contracts with an independent contractor for the performance of any work, task, job or project.*"

**3. ID.; ID.; ID.; ID.; SOLIDARY LIABILITY; DEFINED.—** On the other hand, Article 109 on ***solidary liability***, mandates that x x x "*every employer or indirect employer shall be held responsible with his contractor or subcontractor for any violation of any provisions of this Code. For purposes of determining the extent of their civil liability under this* Chapter*, they shall be considered as direct employers.*"

**4. ID.; ID.; ID.; ID.; DEPARTMENT OF LABOR ORDER NO. 18-02, S. 2002; THE RULES IMPLEMENTING ARTICLES 106 AND 109 OF THE LABOR CODE PROVIDES THAT THE PRINCIPAL SHALL ALSO BE SOLIDARILY LIABLE IN CASE THE CONTRACT BETWEEN THE PRINCIPAL IS PRETERMINATED FOR REASONS NOT ATTRIBUTABLE TO THE CONTRACTOR OR SUBCONTRACTOR; APPLICATION IN CASE AT BAR.** — Department Order No. 18-02, s. 2002, the rules implementing Articles 106 to 109 of the Labor Code, provides in its Section 19 that "*the principal shall also be solidarily liable in case the contract between the principal is preterminated for reasons*

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> *not attributable to the contractor or subcontractor*." Although the cessation of METRO's operations was due to a non-renewal of the O & M agreement and not a pretermination of the contract, the cause of the nonrenewal and the effect on the employees are the same as in the contract pretermination contemplated in the rules. The agreement was not renewed through no fault of METRO, as it was solely at the behest of LRTA. The fact is, under the circumstances, METRO really had no choice on the matter, considering that it was a mere subsidiary of LRTA. Nevertheless, whether it is a pretermination or a nonrenewal of the contract, the same adverse effect befalls the workers affected, like the respondents in this case – the **involuntary loss of their employment**, one of the contingencies addressed and sought to be rectified by the rules.

**APPEARANCES OF COUNSEL**

*Jose Jobel V. Belarmino* for petitioner.
*Rogelio B. De Guzman* for respondents.

**D E C I S I O N**

**BRION, *J.*:**

For resolution is the present petition for review on *certiorari*[1] which seeks the reversal of the January 31, 2012 Decision[2] and June 15, 2012 Resolution[3] of the Court of Appeals in CA-G.R. SP No. 109224.

**The Antecedents**

The Light Rail Transit Authority (*LRTA*) is a government-owned and -controlled corporation created under Executive Order No. 603 for the construction, operation, maintenance, and/or lease of light rail transit systems in the Philippines.

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[1] *Rollo*, pp. 9-30; filed pursuant to Rule 45 of the Rules of Court.

[2] *Id*. at 36-51; penned by Associate Justice Mario V. Lopez and concurred in by Associate Justices Fernanda Lampas Peralta and Socorro B. Inting.

[3] *Id*. at 53-54.

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To carry out its mandate, LRTA entered into a ten-year operations and management (*O & M*) agreement[4] with the Meralco Transit Organization, Inc. (*MTOI*) from June 8, 1984, to June 8, 1994, for an annual fee of ₱5,000,000.00. Subject to specified conditions, and in connection with the operation and maintenance of the system not covered by the O & M agreement, LRTA undertook to reimburse MTOI such operating expenses and advances to the revolving fund.

"***Operating expenses***" included "all salaries, wages and fringe benefits (both direct and indirect) up to the rank of manager, and a lump sum amount to be determined annually as top management compensation (above the rank of manager up to president), subject to consultation with the LRTA." MTOI hired the necessary employees for its operations and forged collective bargaining agreements (*CBAs*) with the employees' unions, with the LRTA's approval.

On June 9, 1989, the Manila Electric Company, who owned 499,990 of MTOI shares of stocks, sold said shares to the LRTA. Consequently, MTOI became a wholly owned subsidiary of LRTA. MTOI changed its corporate name to *Metro Transit Organization, Inc.* (*METRO*), but maintained its distinct and separate personality. LRTA and METRO renewed the O & M agreement upon its expiration on June 8, 1994, extended on a month-to-month basis.[5]

On July 25, 2000, the *Pinag-isang Lakas ng Manggagawa sa METRO, INC.,* the rank-and-file union at METRO, staged an illegal strike over a bargaining deadlock, paralyzing the operations of the light rail transport system. On July 28, 2000, the LRTA Board of Directors issued Resolution No. 00-44[6] where LRTA agreed to shoulder METRO's operating expenses for a maximum of two months counted from August 1, 2000**.** It also updated the Employee Retirement Fund.

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[4] CA *rollo*, pp. 172-208.

[5] *Rollo*, p. 103; Petition for *Certiorari*, p. 7, par. 10.

[6] CA *rollo*, p. 255.

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Because of the strike, LRTA no longer renewed the O & M agreement when it expired on July 31, 2000, resulting in the cessation of METRO's operations and the termination of employment of its workforce, including the **respondents** Romulo Mendoza, Francisco Mercado, Roberto Reyes, Edgardo Cristobal, Jr., and Rodolfo Roman.

On April 1, 2001, the METRO Board of Directors authorized the payment of 50 % of the dismissed employees' separation pay, **to be sourced from the retirement fund**. In May 2001, respondents received one half (½) of their separation pay. Dissatisfied, they demanded from LRTA payment of the 50% balance of their separation pay, but LRTA rejected the demand, prompting them to file on August 31, 2004, a formal complaint,[7] before the labor arbiter, against LRTA and METRO.

**LRTA moved to dismiss the complaint on grounds of absence of employer-employee relationship with the respondents, lack of jurisdiction and of merit, and prescription of action**.

**The Compulsory Arbitration Rulings**

In his decision[8] dated August 8, 2005, Labor Arbiter (*LA*) Arthur L. Amansec pierced the veil of METRO's corporate fiction, invoked the law against labor-only contracting, and declared LRTA solidarily liable with METRO for the payment of the remaining 50% of respondents' separation pay. On appeal by the LRTA, the National Labor Relations Commission (*NLRC*) affirmed in its decision[9] of December 23, 2008, LA Amansec's ruling, thereby dismissing the appeal. It also held that the case had not prescribed. LRTA moved for reconsideration, but the NLRC denied the motion in its resolution[10] of March 30, 2009.

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[7] *Id*. at 55-56.

[8] *Id*. at 58-69.

[9] *Id*. at 81-93; penned by Presiding Commissioner Gerardo C. Nograles, with Commissioners Perlita B. Velasco, and Romeo L. Go, concurring.

[10] *Id*. at 95.

**The Case before the CA**

LRTA challenged the NLRC decision before the CA through a petition for *certiorari* under Rule 65 of the Rules of Court, contending that the labor tribunal committed grave abuse of discretion when it (1) assumed jurisdiction over the case; (2) held that it was an indirect employer of the respondents with solidary liability for their claim; and (3) took cognizance of the case despite its being barred by prescription.

LRTA argued that as a government-owned and -controlled corporation, all actions against it should be brought before the Civil Service Commission, not the NLRC, pursuant to Article IX-B, Section 2 (1) of the Constitution, as declared by this Court's decision in the consolidated cases of *LRTA v. Venus, Jr.,* and *METRO v. Court of Appeals* (*Venus* case).[11] It further argued that it could not be made solidarily liable with METRO for the respondents' claim since METRO is an independent job contractor.

In a different vein, LRTA stressed that its Resolution No. 00-44 updating the retirement fund for METRO employees was merely a financial assistance to METRO, which neither created an employer-employee relationship between it and the METRO employees, nor did it impose a contractual obligation upon it for the employees' separation pay. Lastly, it reiterated that respondents' claim had already prescribed since they filed the complaint beyond the three-year period under Article 306 of the Labor Code (formerly Article 291; re-numbered by **R.A. 10151, *An Act Allowing the Employment of Nightworkers***).[12]

The respondents, for their part, prayed for the dismissal of the petition, relying on an earlier case involving the same cause of action decided by the CA, *LRTA v. NLRC and Ricardo B. Malanao, et al.,*[13] and which had become final and executory

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[11] 520 Phil. 233 (2006).

[12] Signed into law by President Benigno S. Aquino III, March 14, 2013.

[13] *Rollo*, pp. 150-173; CA-G.R. SP No. 83984.

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on February 21, 2006.[14] In that case, they pointed out, LRTA was held solidarily liable with METRO, as an indirect employer, for the payment of the severance pay of METRO's separated employees.

In the meantime, or on June 3, 2010, LA Amansec issued a *Writ of Execution*[15] for his August 8, 2005 decision. On August 5, 2010, respondents filed an *Urgent Manifestation*[16] stating that pursuant to the labor arbiter's order, LRTA's cash bond covered by Check No. LB0000007505, dated September 20, 2005, for ₱1,082,929.16 had been released to them. Thus, they considered the case to have become academic.

**The CA Decision**

The CA affirmed the NLRC ruling that LRTA is solidarily liable for the remaining 50% of respondents' separation pay, but not squarely on the same grounds. Unlike the NLRC, it considered inapplicable the doctrine of *piercing the veil of corporate fiction* to justify LRTA's solidary liability due to the absence of fraud or wrongdoing on LRTA's part in relation to the non-payment of the balance of the respondents' separation pay as this Court had stated in the *Venus* case.[17]

The CA likewise disagreed with the NLRC's opinion that METRO is a labor-only contractor so as to make LRTA the respondents' direct employer. It explained that METRO was a corporation with sufficient capital and investment in tools and equipment, and its own employees (who were even unionized) to undertake the operation and management of the light rail transit system, for which it was exclusively engaged by LRTA. Neither did LRTA exercise the prerogatives of an employer over the METRO employees. It thus concluded that

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[14] *Id*. at 179-180; Entry of Judgment in G.R. No. 169194, *LRTA v. Ricardo B, Malanao, et al*. where the Supreme Court's 3rd Division denied LRTA's Rule 45 appeal from the CA decision in same case.

[15] CA *rollo*, pp. 657-662.

[16] *Id*. at 654-655.

[17] *Supra* note 11.

LRTA's solidary liability as an indirect employer is limited to the payment of wages, and for any violation of the Labor Code,[18] excluding backwages and separation pay which are punitive in nature.[19]

The CA nonetheless held that LRTA cannot avoid liability for respondents' separation pay as it is a contractual obligation. **It agreed with the NLRC finding that LRTA provided METRO's "operating expenses" which included the employees' wages and fringe benefits, and all other general and administrative expenses relative to the operation of the light rail transit system.**

The CA found additional basis for its ruling in the letter to the LRTA, dated July 12, 2001, of then Acting Chairman of the METRO Board of Directors, Wilfredo **Trinidad**, that "**Funding provisions for the retirement fund have always been considered operating expenses of METRO. Pursuant to the O & M Agreement, the LRTA had been reimbursing METRO of all operating expenses, including the funds set aside for the retirement fund.** It follows—now that circumstances call for Metro to pay the full separation benefits—that LRTA should provide the necessary funding to completely satisfy these benefits."[20]

Also, the CA noted that "METRO's November 17, 1997 Memorandum further revealed that the LRTA Board approved '*the additional retirement/**resignation** benefit of 7.65 days or a total of 1.5 months' salary for every year of service' for* METRO's rank-and-file employees and that '*the granting of 1.5 months' salary for every year of service as **severance or resignation pay** would effectively amend the existing Employees' Retirement Plan.*"[21] This LRTA memorandum, together with

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[18] Articles 106 and 109.

[19] *Rosewood Processing, Inc., v. NLRC, et al.,* 352 Phil. 1013, 1035 (1998).

[20] CA *rollo*, pp. 267-268.

[21] *Id*. at 254.

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its July 28, 2000 Resolution No. 00-44, the CA believed, was an indication that LRTA regularly financed the retirement fund.

Accordingly, the CA stressed, the LRTA cannot argue that the retirement fund was not meant to cover the separation pay of the "terminated" employees of METRO, and neither can it deny that it is bound to comply with its undertaking to provide the necessary funds to cover payment of the respondents' claim.

The CA brushed aside the prescription issue. It held that the complaint is not time-barred, citing *De Guzman v. Court of Appeals*,[22] where the Court affirmed the applicability of Article 1155 of the Civil Code[23] to an employee's claim for separation pay in the absence of an equivalent Labor Code provision for determining whether the period for such claim may be interrupted. It agreed with the NLRC conclusion that the prescriptive period for respondents' claim for separation pay was interrupted by their letters to LRTA[24] (dated September 19, 2002 and October 14, 2002) demanding payment of the 50% balance of their separation pay.

**The Petition**

Its motion for reconsideration having been denied by the CA, LRTA now asks the Court for a reversal, contending that the appellate court committed a serious error of law when it affirmed the NLRC decision.

It faults the CA for not ruling on the jurisdictional question which, it contends, had been settled with finality "in actions similar to the one at bar."[25]

On the merits of the case, LRTA submits that no liability, from whatever origin or source, was ever attached to it insofar

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[22] 358 Phil. 397, 409 (1998).

[23] ***The prescription of actions is interrupted when they are filed before the court, when there is a written extrajudicial demand by the creditors, and when there is a written acknowledgment of the debt by the debtor.***

[24] CA *Rollo*, pp. 281-285.

[25] *Supra* note 1, at 21, par. 4.

as the respondents' claim is concerned. It disputes the CA opinion that its liability for 50% of the respondents' separation pay is a contractual obligation under METRO's retirement fund. It also assails the CA's reliance on its July 28, 2000 Resolution No. 00-44 as evidence of its contractual obligation. It asserts it has no such obligation.

Lastly, LRTA contends that while its board of directors updated METRO's retirement fund to cover the retirement benefits of METRO's employees, the updating was a mere financial assistance or goodwill to METRO. It did not execute, it stresses, any deed or contract in favor of METRO, which amended the O & M agreement between them, or assumed any obligation in favor of METRO or its employees; thus, it has no contractual obligation for the unpaid balance of respondents' separation pay.

**The Respondents' Position**

In their Comment[26] dated October 8, 2012, the respondents prayed that the petition be dismissed for lack of merit as the CA had committed no error of law when it affirmed the NLRC decision.

They stand firm on their position that LRTA is legally bound to pay the balance of their separation pay as evidenced by its official undertakings such as the Joint Memorandum, dated June 6, 1989,[27] with METRO, its wholly owned subsidiary, providing, among others, for the establishment of the Retirement Fund of METRO, Inc., Employees; LRTA Board Resolution No. 00-44 of July 28, 2000,[28] authorizing the updating of the retirement fund; and approving the collective bargaining agreements entered into by METRO with its unions containing terms and conditions of employment and benefits for its employees.

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[26] *Id*. at 23, par. 5

[27] CA *rollo*, pp. 215-216.

[28] *Supra* note 6.

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They also cite the letter to LRTA,[29] dated July 12, 2001, of the Acting Chairman of the METRO Board of Directors stating that funding provisions for the retirement fund have always been considered operating expenses of METRO. In short, they maintain, LRTA regularly financed the retirement fund intended not only for the retirement benefit, but also for the severance and/or resignation pay of METRO's employees.

**The Court's Ruling**

***The jurisdictional issue***

LRTA reiterates its position that the labor arbiter and the NLRC had no jurisdiction over it in relation to the respondents' claim, quoting the *Venus* ruling to prove its point, thus: ***"x x x There should be no dispute then that employment in petitioner LRTA should be governed only by civil service rules, and not the Labor Code and beyond the reach of the Department of Labor and Employment, since petitioner LRTA is a government-owned and controlled corporation with an original charter x x x Petitioner METRO was originally organized under the Corporation Code, and only became a government-owned and controlled corporation after it was acquired by petitioner LRTA. Even then, petitioner METRO has no original charter, hence, it is the Department of Labor and Employment, and not the Civil Service Commission, which has jurisdiction over disputes from the employment of its workers x x x."***[30]

**We disagree**. Under the facts of the present labor controversy, LRTA's reliance on the *Venus* ruling is misplaced. The ruling has no bearing on the respondents' case. As we see it, the jurisdictional issue should not have been brought up in the first place because the respondents' claim does not involve their employment with LRTA. There is no dispute on this aspect of the case. The respondents were hired by METRO and, were, therefore, its employees.

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[29] *Supra* note 20.

[30] *Supra* note 11, at 243, 244.

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Rather, the controversy involves the question of whether LRTA can be made liable by the labor tribunals for the respondents' money claim, despite the absence of an employer-employee relationship between them and despite the fact that LRTA is a government-owned and controlled corporation with an original charter.

The Court provided the answer in *Phil. National Bank v. Pabalan*[31] where it said: "*By engaging in a particular business through the instrumentality of a corporation, the government divests itself* ***pro hac vice*** *of its sovereign character, so as to render the corporation subject of the rules governing private corporations*."[32]

The NLRC accordingly declared: "*for having conducted business through a private corporation, in this case, respondent METRO, as its business conduit or alter ego, respondent LRTA must submit itself to the provisions governing private corporations, including the Labor Code. Consequently, the Labor Arbiter rightfully dismissed the Motion to Dismiss of respondent LRTA*."[33]

In this light, we find no grave abuse of discretion in the labor tribunals' taking cognizance of the respondents' money claim against LRTA.

***The substantive aspect of the case***

**The petition is without merit**, for the following reasons:

**First**. LRTA **obligated** itself to fund METRO's retirement fund to answer for the retirement or severance/resignation of METRO employees as part of METRO's "***operating expenses***." Under Article 4.05.1 of the O & M agreement[34] between LRTA and Metro, "*The Authority shall reimburse METRO for x x x*

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[31] 173 Phil. 25, (1978).

[32] *Id*. at 29.

[33] *Supra* note 9, at 9, par. 1.

[34] *Supra* note 5.

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"*OPERATING EXPENSES x x x.*" In the letter to LRTA[35] dated July 12, 2001, the Acting Chairman of the METRO Board of Directors at the time, Wilfredo Trinidad, reminded LRTA that "funding provisions for the retirement fund have always been considered operating expenses of Metro.[36] The coverage of *operating expenses* to include provisions for the retirement fund has never been denied by LRTA.

In the same letter, Trinidad stressed that as a consequence of the non-renewal of the O & M agreement by LRTA, METRO was compelled to close its business operations effective September 30, 2000. **This created, Trinidad added, a legal obligation to pay the qualified employees separation benefits under existing company policy and collective bargaining agreements. The METRO Board of Directors approved the payment of 50% of the employees' separation pay because that was only what the Employees' Retirement Fund could accommodate**.[37]

**The evidence supports Trinidad's position**. We refer principally to Resolution No. 00-44[38] issued by the LRTA Board of Directors on July 28, 2000, in anticipation of and in preparation for the expiration of the O & M agreement with METRO on July 31, 2000.

Specifically, the LRTA anticipated and prepared for the (1) non-renewal (at its own behest) of the agreement, (2) the eventual cessation of METRO operations, and (3) the involuntary loss of jobs of the METRO employees; thus, **(1) the extension of a two-month bridging fund for METRO from August 1, 2000, to coincide with the agreement's expiration on July 31, 2000; (2) METRO's cessation of operations—it closed on September 30, 2000, the last day of the bridging fund—and most significantly to the employees adversely affected; (3) the**

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[35] *Supra* note 20.

[36] *Id*. par. 4.

[37] *Id*. pars. 2 & 3.

[38] *Supra* note 6.

**updating of the "*Metro, Inc., Employee Retirement Fund with the Bureau of Treasury to ensure that the fund fully covers all retirement benefits payable to the employees of Metro, Inc.*"**[39]

The clear language of Resolution No.00-44, to our mind, established the LRTA's obligation for the 50% unpaid balance of the respondents' separation pay. Without doubt, it bound itself to provide the necessary funding to METRO's Employee Retirement Fund to fully compensate the employees who had been involuntary retired by the cessation of operations of METRO. This is not at all surprising considering that METRO was a wholly owned subsidiary of the LRTA.

**Second.** Even on the assumption that the LRTA did not obligate itself to fully cover the separation benefits of the respondents and others similarly situated, it still cannot avoid liability for the respondents' claim. **It is solidarily liable as an indirect employer under the law for the respondents' separation pay**. This liability arises from the O & M agreement it had with METRO, which created a principal-job contractor relationship between them, an arrangement it admitted when it argued before the CA that METRO was an independent job contractor[40] who, it insinuated, should be solely responsible for the respondents' claim.

Under Article 107 of the Labor Code, an ***indirect employer*** is "*any person, partnership, association or corporation which, not being an employer, contracts with an independent contractor for the performance of any work, task, job or project.*"

On the other hand, Article 109 on ***solidary liability***, mandates that *x x x* "*every employer or indirect employer shall be held responsible with his contractor or subcontractor for any violation of any provisions of this Code. For purposes of determining the extent of their civil liability under this* Chapter*, they shall be considered as direct employers.*"

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[39] *Id*. par. 2

[40] *Rollo*, p. 113; Petition for *Certiorari,* p. 17, par. 10.

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Department Order No. 18-02, s. 2002, the rules implementing Articles 106 to 109 of the Labor Code, provides in its Section 19 that "*the principal shall also be solidarily liable in case the contract between the principal is preterminated for reasons not attributable to the contractor or subcontractor.*"

Although the cessation of METRO's operations was due to a non-renewal of the O & M agreement and not a pretermination of the contract, the cause of the nonrenewal and the effect on the employees are the same as in the contract pretermination contemplated in the rules. The agreement was not renewed through no fault of METRO, as it was solely at the behest of LRTA. The fact is, under the circumstances, METRO really had no choice on the matter, considering that it was a mere subsidiary of LRTA.

Nevertheless, whether it is a pretermination or a nonrenewal of the contract, the same adverse effect befalls the workers affected, like the respondents in this case – the **involuntary loss of their employment**, one of the contingencies addressed and sought to be rectified by the rules.

In fine, we find no reversible error in the CA rulings.

**WHEREFORE,** premises considered, the petition for review on *certiorari* is **DISMISSED**, for lack of merit. The assailed decision and resolution of the Court of Appeals are **AFFIRMED**. The decision dated May 8, 2005, of Labor Arbiter Arthur L. Amansec, is **REINSTATED**.

**SO ORDERED.**

*Carpio (Chairperson), del Castillo, Mendoza,* and *Leonen, JJ.,* concur.