

SULPICIO LINES, INC. (NOW KNOWN AS PHILIPPINE SPAN ASIA CARRIER CORPORATION), PETITIONER, V. MAJOR VICTORIO KARAAN, SPOUSES NAPOLEON LABRAGUE AND HERMINIA LABRAGUE, AND ELY LIVA...

G.R. No. 208590. October 03, 2018

Ponente: TIJAM, J.

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TIJAM, J.:

Before us is a petition for review on certiorari[1] under Rule 45 of the Rules of Court assailing the Decision[2] dated October 25, 2012 and the Resolution[3] dated July 16, 2013 of the Court of Appeals (CA) in CA-G.R. CV No. 03059, which modified the amounts of the damages awarded by the Regional Trial Court (RTC) of Cebu City, Branch 19 in its Order dated June 5, 2008 in Civil Case No. CEB-24140.

Antecedent Facts

Respondents Major Victorio Karaan (Major Karaan), Napoleon Labrague (Napoleon) and Herminia Labrague (Herminia) (Spouses Labrague), and Ely Liva (Liva) were passengers of M/V Princess of the Orient owned by petitioner Sulpicio Lines, Inc. (now known as Philippine Span Asia Carrier Corporation) when it sank on September 18, 1998 somewhere between Cavite and Batangas, near Fortune Island.[4]

On June 30, 1999, respondents lodged a Complaint[5] based on breach of contract of carriage against petitioner praying for various amounts of damages as passengers/survivors of the sinking of petitioner's vessel, as follows:

a)

Actual damages in favor of [Major Karaan] in the sum of P200,000.00. Moral damage[s] the sum P600,000.00; Exemplary damages of P300,000.00 and Nominal damages of P300,000.00;

b)

Actual damages in favor of [Spouses Labrague] in the sum of P300,000.00. Moral Damages in the sum of P1,500,000.00; Exemplary damages of P500,000.00 and Nominal damages of P400,000.00;

c)

Actual damages in favor of [Liva] the sum of P50,000.00. Moral damages also in the sum of P100,000.00. Exemplary damages of P30,000.00 and Nominal damages of P30,000.00; [and]

d)

And attorney's fee of 5% of the total awards under the above paragraph.[6]

During trial, the respondents was presented as witnesses. Their testimonies were summarized by the CA as follows:

[Major Karaan], a retired soldier, deposed that at about 8:00p.m. on September 18, 1998, he boarded M/V Princess of the Orient bound for Cebu City from Manila. He was at Cabin No. 601 along with another passenger. The travel commenced smoothly although there was a typhoon at that time. However, about two (2) hours after, while he was lying in his cabin, he heard a loud sound which lasted for about 30 minutes. It sounded like something heavy fell somewhere below the cabin. Then, the ship started to tilt, the lights went out and the engine shut down. He went out of his cabin and saw the passengers already panicking. He saw no SLI crew assisting them. He went to the upper level where he grabbed a life jacket. He stayed there until the ship eventually sank. He went with the ship underwater but was able to swim therefrom and hold on to a life raft. He could not see much at that time as it was very dark and the rain poured heavily. He was rescued by a chopper at about 2:30 or 3:00 in the afternoon of the next day after being in the water for about 15 hours. He was brought to the station and then to the hospital where he was discharged the next day.

Apart from losing P5,000.00 cash, shoes, documents and his uniform, [Major Karaan] also lost his Seiko watch and his brother's land title allegedly worth P3,000.00 and about P15,000.00 respectively. Apart from the hospital bill, SLI paid him P2,000.00.

[Major Karaan] attested he saw life rafts secured to the vessel when he boarded the same.

[Napoleon], likewise a retired soldier and passenger of the ill-fated M/V Princess of the Orient, testified that about 10:45 p.m., he heard a loud sound coming from below the deck. It sounded like a container van falling and thereafter, the vessel lifted to its side. He woke his wife Herminia, their eight (8) year old daughter, Karen Hope, and their helper [Liva] and got them life jackets before moving out to the stairway. They held on to the gangplank near the stairway while water was rushing inside the ship. During those times, no vessel crew could be seen. Oil was dripping from the ship's hull and when the ship was about to sink, they jumped into the sea. He was then holding his daughter but waves struck them apart. He was able to grab a life raft loaded with three (3) other passengers. He heard his wife calling for help and lifted her to the raft but he lost touch of their daughter. They were rescued the next day at about 12:30 noon. They were then brought to the Municipal Hall where they were fed and then to the SLI office at the port area where they were given clothes. Their daughter's lifeless body was recovered in Tanza, Cavite. Consequently, he felt very sad considering that she was their only child. He also lost P26,000.00 cash and a video camera.

[Herminia] affirmed Napoleon's recount of events. She recalled that while sleeping, she heard a loud sound and the things inside their cabin started to fall. That was when her husband woke them up. They wore their life jackets and tried to contact the ship's crew through the intercom but to no avail. Since the ship continued to capsize, they decided to go out to the upper deck but could not make it because of the oil spilling all over them. They instead went down and seeing that the water was already inside the ship, they dived into the sea. They were separated from each other when a big wave hit them. Nobody was there to help them nor was there any order to abandon the ship. She was able to take hold of the raft but they could not use its broken paddle. The raft had medicines but they chose not to use them as they could not read the directions. They were rescued at noon the following day.

On her cross-examination, she maintained that when they went out of their cabin, she only saw passengers but not a single crew from SLI. The spouses are claiming moral damages of P750,000.00 each.

[Liva] corroborated her bosses' story. She further added that when she was awakened by her boss, she saw bottles and mirrors falling on the floor and blocking the cabin door which delayed their exit therefrom.[7]

For its defense, petitioner adapted the testimonies of its witnesses in a related case in RTC Branch 12, docketed as Civil Case No. CEB 24783 involving a different plaintiff. The appellate court summarized their testimonies as follows:

Nelson Sato was employed by [petitioner] since 1995. He was assigned as the second mate of M/V Princess of the Orient in charge of the navigation, the preparation before and after the trip ensuring the condition of the

equipments and the charts to be used during the voyage. His duty used to start from 12:00 to 4:00p.m. and then 12:00 midnight to 4:00a.m. He maintained that the vessel had the required number of fire extinguishers and hose and per inspection, the equipments were all functional. However, he was not able to examine the passengers' manifest or the list of the passengers who boarded thereon. When the trip commenced, he was at the stem of the vessel maneuvering it together with five (5) other crew members. He recounted that it was raining and windy that the vessel even sideswiped the pier but he averred that the ship did not sustain any damage as the fender was made of rubber. They were cleared for departure after the PCG inspected the vessel. After securing the ropes, he returned to his cabin at level 7 to sleep. He did not notice that the ship was constantly being battered by big waves nor did he notice it listing until about 10:15 p.m. [W]hen he awoke and felt the ship li[f]ted to one side at about 20 degrees. He went out to the navigation bridge where he handed life vests to more or less 20 passengers and led them to the exit. The rest of the crew released the life rafts. Before the ship sank, he heard seven (7) short blasts and one long blast, the signal to abandon the ship. He also heard the general alarm which indicated that there was an emergency. When the water rushed into the vessel, he merely floated away from the ship. He stayed in the waters for about 18 hours and was rescued by a fishing boat at around 6[:00] p.m. the following day. He was brought to the hospital and after he was discharged, he immediately filed a Marine Protest.

He attested that there were about 40 stewards in charge of the passengers' safety. His fellow crew members who survived the incident told him that there was an announcement by the captain to abandon ship but he failed to hear it due to the strong wind. He ensured that the Captain did his best to recover the vessel.

Atty. Geraldine Jorda, the defendant's Personnel Officer, was presented to negate any derogatory records on Captain Esrum Mahilum who led M/V Princess of the Orient. Her records show that the Captain was never subjected to any disciplinary actions. She further confirmed that Captain Mahilum was one of their best masters, thus assigned to handle the company's best vessel. Captain Mahilum resigned as a Master from the company in December 23, 1992[,] but was rehired in 1993 as an Auxiliary Master.

Engr. Perry Chan is a Third Engineer assigned at M/V Princess of the Orient with office duties at 8:00a.m. to 12:00 noon and from 8:00 p.m. to 12:00 midnight. He was in charge of the generator maintenance, cleans its filter and assists the Chief Engineer. Upon his inspection of the ill-fated vessel, he found its engine in good condition. However, after about two hours from their departure, the vessel capsized. All the time[,] he was at the engine room monitoring the pressure and the temperature together with the Fourth Engineer Auxiliary, the Oiler and two (2) Apprentice Engineers, who were roving and checking up. Chan received orders to reduce the revolution per minute from 400 to 390 then 360 reducing the vessel's speed. When the vessel was about to sink, they were ordered to move up as the engine room was located on the lowest portion of the vessel. From the inclinometer, Chan knew the ship was already listing 22 degrees. When he went up, he saw the passengers in their life jackets, crying and panicking. He pacified them. He jumped into the water immediately before the vessel sank. He was able to hold on to a bamboo scaffolding and stayed in the waters for 12 hours until he was rescued by a fishing boat.

Edgar Samson was the Radio Operator in charge of receiving weather report and its updates and monitoring the international frequency and the vessel's back up power supply in case of emergency. On that fateful evening, he was at M/V Princess of the Orient's Radio Room. Earlier, at about 4:12 p.m., he received a weather report regarding a tropical depression which he submitted to Captain Maghilum. The Captain made plots based on the said report and concluded the storm was still far. He was then told to follow up the weather updates every six (6) hours. By the time the vessel left, it was not that windy nor the waves that big until they reached Fortune Island at about 10:20 p.m. when the waves were too big for the ship. The Captain called for the Chief Mate and the Chief Steward and thereafter announced through the pager for the abandonment. The crew was assisting the passengers to abandon the ship. Samson was ordered to make a district call for assistance which he heeded but he could hardly hear the response due to weak signal. He called up SLI Cebu and Manila offices but their response was addressed directly to the Captain. The Captain advised him to go down and bring the

portable radio and contact all stations within the vicinity. Samson heard the blast, the emergency alarm to abandon ship. Samson recalled that among the ships that left the port on September 18, 1998, their vessel was the biggest yet the only one that sank.

Captain Anito Alfajardo from the Philippine Coastguard was in charge of clearing the vessels and ensuring that it possessed the required government documentation and that it is sea worthy. Per inspection of the subject vessel, the vessel's plimsol mark was still visible entailing that it was not overloaded. Further, it was in good trim which means that it was not leaning on either side or it was on its upright position. His team then boarded the vessel and inspected the crew's licenses, the required government documents, the navigational equipments, the number of passengers and the cargoes. The results were all satisfactory. The cargoes were well-lashed and secured, the life-saving equipments were all working and the number of passengers is still within its limit. The crew was in the condition to navigate the ship. The Master's Oath of Safety Departure was cleared affirming that the vessel was sea worthy and could proceed to the point of destination. Despite the typhoon, the clearance was issued as the vessel weighed about 13,000 tons and it proceeded to an area away from the path of the typhoon.

Salvacion Buaron, the Vice-President for passenger service of SLI, was presented to prove that SLI rendered financial assistance to the victims. They conducted the search and rescue operations and provided them with the necessary assistance like hospitalization and burial, among others. She deposed that when they learned of the incident, they created an emergency response team as early as 6:00 a.m. the following day sending people to assist the coast guard and the passengers coordinating with DSWD and the presidential assistance group. They provided the passengers with food and clothing including their fare if they opted to go back to Cebu. Per records of SLI, they were able to shell out about P3,100,000.00 for funeral and burial expenses and P50,000.00 as indemnity for death.[8]

Ruling of the RTC

On June 5, 2008, the RTC issued an Order modifying its Decision[9] dated May 15, 2008, the dispositive portion of the Order reads as follows:

WHEREFORE, judgment is hereby rendered by ordering [petitioner] to pay:

- a. [Major Karaan] the sum of Php 100,000.00 actual damages. Moral damages [in] the sum of Php 300,000.00; Exemplary damages of Php 100,000.00 and Nominal damages of Php 50,000.00.
- b. On the part of [Spouses Labrague] the sum of Php 200,000.00 actual damages, Moral damages in the sum of Php 500,000.00 and the death of minor Karen Hope; Exemplary damages of Php 200,000.00 and Nominal damages of Php 100,000.00
- c. To [Liva] the sum of Php 50,000.00 actual damages. Moral damages also in the sum of Php 100,000.00; Exemplary damages of Php 30,000.00 and Nominal damages of Php 20,000.00.
- d. And to pay Attorney's fees the amount equivalent to 5% of the total amount awarded by the court to all the [respondents] with cost against the [petitioner].

SO ORDERED.[10]

Ruling of the CA

As aforesaid, when the case reached the CA, the latter modified the damages awarded to respondents in a Decision[11] dated October 25, 2012, the dispositive portion of the Decision reads as follows:

WHEREFORE, the May 15, 2008 Decision of the [RTC], Branch 19, Cebu City in Civil Case No. CEB-24140 and its June 5, 2008 Order are MODIFIED. [Petitioner] is ORDERED to pay:

1) [Major Karaan]

- A.) moral damages- P200,000.00;
- B.) temperate damages in lieu of actual damages-- P200,000.00;
- C.) exemplary damages- P100,000.00;

2) Napoleon Labrague

- A.) moral damages- P200,000.00;
- B.) temperate damages in lieu of actual damages- P200,000.00;
- C.) exemplary damages- P100,00.00;

3) Herminia Labrague

- A.) moral damages- P200,000.00;
- B.) temperate damages in lieu of actual damages-- P200,000.00;
- C.) exemplary damages- P100,000.00;
- D.) for the death of Karen Hope, an indemnity of P50,000.00, moral damages of P100,000.00 and exemplary damages of P100,000.00;

4) Ely Liva

- A.) moral damages- P100,000.00;
- B.) temperate damages in lieu of actual damages-- P50,000.00; and
- C.) exemplary damages- P100,000.00.

5) Attorney's fees of 5% of the total amount awarded herein.

Nominal damages are DELETED.

The total amount adjudged against [petitioner] shall earn interest at the rate of 12% per annum computed from the finality of this decision until full payment.

SO ORDERED.[12]

Issues

Hence, the instant petition where petitioner submits the following issues:

- May temperate damages be awarded when the claim for actual damages was proven?
- May exemplary damages be awarded when the conditionality for awarding it under Article 2232 of the Civil Code is absent?[13]

Petitioner contests the CA's award of temperate damages in lieu of actual damages, which was purportedly testified to and duly proven by the respondents.

Citing Article 2232, Petitioner also objects to the CA's award of exemplary damages, claiming that the Court did not find any specific acts of negligent or "wanton, fraudulent, reckless, oppressive or malevolent conduct."

Ruling of the Court

The petition lacks merit.

The award of temperate damages was proper

At the outset, petitioner's argument that the CA erroneously deleted the award of actual damages, despite the

amounts having been duly proven, and imposing temperate damages in its stead, is inaccurate and misleading.

Our reading of the CA Decision reveals that the CA imposed temperate damages because it deemed the amounts put forth by the respondents' insufficiently proven. Verily, the CA stated, "[t]he respondents, except for their own testimonies, were not able to proffer any other evidence of their loss. Sans the receipts and the documents supporting their claims of actual damages, the same cannot be awarded." [14]

Undoubtedly, the law sanctions the award of temperate damages in case of insufficiency of evidence of actual loss suffered. Article 2224 of the Civil Code states:

Article 2224. Temperate or moderate damages, which are more than nominal but less than compensatory damages, may be recovered when the court finds that some pecuniary loss has been suffered but its amount cannot, from the nature of the case, be provided with certainty.

In this case, we find that no egregious error on the part of the CA in imposing temperate damages. The records of the case, which remain uncontroverted, undoubtedly establishes that respondents suffered loss during the unfortunate sinking of M/V Princess of the Orient. However, no independent proof, other than respondents' bare claims, were presented to provide a numerical value to their loss. Absent a contrary proof which would justify decreasing or otherwise modifying the amount pegged by the CA, this Court is constrained to affirm the amounts it imposed as temperate damages.

The award of exemplary damages was proper

The Civil Code provides for the rules concerning the award of exemplary damages, as follows:

Article. 2229. Exemplary or corrective damages are imposed, by way of example or correction for the public good, in addition to the moral, temperate, liquidated or compensatory damages.

Article. 2232. In contracts and quasi-contracts, the court may award exemplary damages if the defendant acted in a wanton, fraudulent, reckless, oppressive, or malevolent manner.

Article. 2233. Exemplary damages cannot be recovered as a matter of right; the court will decide whether or not they should be adjudicated.

Article. 2234. While the amount of the exemplary damages need not be proved, the plaintiff must show that he is entitled to moral, temperate or compensatory damages before the court may consider the question of whether or not exemplary damages should be awarded. In case liquidated damages have been agreed upon, although no proof of loss is necessary in order that such liquidated damages may be recovered, nevertheless, before the court may consider the question of granting exemplary in addition to the liquidated damages, the plaintiff must show that he would be entitled to moral, temperate or compensatory damages were it not for the stipulation for liquidated damages.

In this case, we see no error in the award of exemplary damages considering the lower courts' consistent finding that respondents are entitled to moral and temperate damages for the sinking of M/V Princess of the Orient.

Moreover, the CA is correct when it stated that since petitioner failed to prove that it had exercised the degree of extraordinary diligence required of common carriers, it should be presumed to have acted in a reckless manner. We see no reason to depart from this Court's ruling in *Sulpicio Lines, Inc. v. Sesante et. al.* [15] involving similar claims against petitioner for the sinking of M/V Princess of the Orient, viz.:

Should the petitioner be further held liable for exemplary damages?

In contracts and quasi-contracts, the Court has the discretion to award exemplary damages if the defendant acted in a wanton, fraudulent, reckless, oppressive, or malevolent manner. Indeed, exemplary damages cannot

be recovered as a matter of right, and it is left to the court to decide whether or not to award them. In consideration of these legal premises for the exercise of the judicial discretion to grant or deny exemplary damages in contracts and quasi-contracts against a defendant who acted in a wanton, fraudulent, reckless, oppressive, or malevolent manner, the Court hereby awards exemplary damages to Sesante.

First of all, exemplary damages did not have to be specifically pleaded or proved, because the courts had the discretion to award them for as long as the evidence so warranted. In *Marchan v. Mendoza*, the Court has relevantly discoursed:

x x x. It is argued that this Court is without jurisdiction to adjudicate this exemplary damages since there was no allegation nor prayer, nor proof, nor counterclaim of error for the same by the appellees. It is to be observed however, that in the complaint, plaintiffs "prayed for such other and further relief as this Court may deem just and equitable." Now, since the body of the complaint sought to recover damages against the defendant-carrier wherein plaintiffs prayed for indemnification for the damages they suffered as a result of the negligence of said Silverio Marchan who is appellant's employee; and since exemplary damages is intimately connected with general damages, plaintiffs may not be expected to single out by express term the kind of damages they are trying to recover against the defendant's carrier. Suffice it to state that when plaintiffs prayed in their complaint for such other relief and remedies that may be availed of under the premises, in effect, therefore, the court is called upon to exercise and use its discretion whether the imposition of punitive or exemplary damages even though not expressly prayed or pleaded in the plaintiffs' complaint."

x x x It further appears that the amount of exemplary damages need not be proved, because its determination depends upon the amount of compensatory damages that may be awarded to the claimant. If the amount of exemplary damages need not be proved, it need not also be alleged, and the reason is obvious because it is merely incidental or dependent upon what the court may award as compensatory damages. Unless and until this premise is determined and established, what may be claimed as exemplary damages would amount to a mere surmise or speculation. It follows as a necessary consequence that the amount of exemplary damages need not be pleaded in the complaint because the same cannot be predetermined. One can merely ask that it be determined by the court if in the use of its discretion the same is warranted by the evidence, and this is just what appellee has done.

x x x x

The BMI found that the "erroneous maneuvers" during the ill-fated voyage by the captain of the petitioner's vessel had caused the sinking. After the vessel had cleared Limbones Point while navigating towards the direction of Fortune Island, the captain already noticed the listing of the vessel by three degrees to the portside of the vessel, but, according to the BMI, he did not exercise prudence as required by the situation in which his vessel was suffering the battering on the starboard side by big waves of seven to eight meters high and strong southwesterly winds of 25 knots. The BMI pointed out that he should have considerably reduced the speed of the vessel based on his experience about the vessel — a close-type ship of seven decks, and of a wide and high superstructure — being vulnerable if exposed to strong winds and high waves. He ought to have also known that maintaining a high speed under such circumstances would have shifted the solid and liquid cargo of the vessel to port, worsening the tilted position of the vessel. It was only after a few minutes thereafter that he finally ordered the speed to go down to 14 knots, and to put ballast water to the starboard-heeling tank to arrest the continuous listing at portside. By then, his moves became an exercise in futility because, according to the BMI, the vessel was already listing to her portside between 15 to 20 degrees, which was almost the maximum angle of the vessel's loll. It then became inevitable for the vessel to lose her stability.

The BMI concluded that the captain had executed several starboard maneuvers despite the critical situation of the vessel, and that the maneuvers had greatly added to the tilting of the vessel. It observed:

x x x In the open seas, with a fast speed of 14 knots, advance maneuvers such as this would tend to bring the body of the ship in the opposite side. In navigational terms, this movement is described as the centripetal force. This force is produced by the water acting on the side of the ship away from the center of the turn. The force is considered to act at the center of lateral resistance which, in this case, is the centroid of the underwater area of the ship's side away from the center of the turn. In the case of the Princess, when the Captain maneuvered her to starboard, her body shifted its weight to port. Being already inclined to an angle of 15 degrees, coupled with the instantaneous movement of the ship, the cargoes below deck could have completely shifted its position and weight towards portside. By this time, the ship being ravaged simultaneously by ravaging waves and howling winds on her starboard side, finally lost her grip.

Clearly, the petitioner and its agents on the scene acted wantonly and recklessly. Wanton and reckless are virtually synonymous in meaning as respects liability for conduct towards others. Wanton means characterized by extreme recklessness and utter disregard for the rights of others; or marked by or manifesting arrogant recklessness of justice or of rights or feelings of others. Conduct is reckless when it is an extreme departure from ordinary care, in a situation in which a high degree of danger is apparent. It must be more than any mere mistake resulting from inexperience, excitement, or confusion, and more than mere thoughtlessness or inadvertence, or simple inattention.[16] (Citations omitted, emphasis and italics in the original, and emphasis ours)

It also bears to emphasize that the records of the case support the conclusion that petitioner was extremely remiss before and during the time of the vessel's sinking. Petitioner did not endeavor to dispute the CA's finding that the vessel's Captain erroneously navigated the ship, and failed to reduce its speed considering the ship's size and the weather conditions. The crew members were also negligent when they did not make any stability calculations, and prepare a detailed report of the vessel's cargo stowage plan. The radio officer failed to send an SOS message in the internationally accepted communication network but instead used the Single Side Band informing the company about the emergency situation.

"Exemplary damages are designed by our civil law to permit the courts to reshape behavior that is socially deleterious in its consequence by creating negative incentives or deterrents against such behavior." [17] Verily, the above-mentioned conduct, from the Captain and Crew of a common carriers should be corrected. They carry not only cargo, but are in charge of the lives of its passengers. In this case, their recklessness cost the loss of 150 lives. Considering the foregoing, this Court finds that the CA properly imposed exemplary damages.

The award of damages is subject to 6% per annum reckoned from the promulgation of the decision until fully paid

This Court modifies the applicable interest rate on the monetary award. We impose an interest rate of six percent (6%) per annum on the total amount of monetary award pursuant to the guidelines enunciated in *Eastern Shipping Lines, Inc. v. CA*, [18] as modified by *Nacar v. Gallery Frames, et al.* [19] The interest rate shall commence to run from the promulgation of this decision, the date when the amount of damages has been determined with certainty.

WHEREFORE, premises considered, the Petition is DENIED. The Decision dated October 25, 2012 and the Resolution dated July 16, 2013 of the Court of Appeals in CA-G.R. CV No. 03059 are AFFIRMED with MODIFICATION as to the interest rate. Petitioner Sulpicio Lines, Inc. (now known as Philippine Span Asia Carrier Corporation) is ORDERED to pay respondents Major Victorio Karaan, Spouses Napoleon Labrague and Herminia Labrague, and Ely Liva, as follows:

1) Major Karaan

a) Moral damages - Php 200,000.00;

b) Temperate damages in lieu of actual damages - Php 200,000.00; and

c) Exemplary damages - Php 100,000.00.

2) Napoleon Labrague

- a) moral damages- Php 200,000.00;
- b) Temperate damages in lieu of actual damages- Php 200,000.00; and
- c) Exemplary damages- Php 100,000.00.

3) Herminia Labrague

- a) Moral damages- Php 200,000.00;
- b) Temperate damages in lieu of actual damages- Php 200,000.00;
- c) Exemplary damages- Php 100,000.00; and
- d) for the death of Karen Hope, an indemnity of Php 50,000.00, moral damages of Php 100,000.00 and exemplary damages of Php 100,000.00;

4) Ely Liva

- a) Moral damages - Php 100,000.00;
- b) Temperate damages in lieu of actual damages- Php 50,000.00; and
- c) Exemplary damages - Php 100,000.00.

5) Attorney's fees of 5% of the total amount awarded herein.

The total amount adjudged against petitioner shall earn interest at the rate of six percent (6%) per annum computed from the finality of this Decision until full payment.

SO ORDERED.

Leonardo-De Castro, C.J., (Chairperson), Del Castillo, and Jardeleza, JJ., concur.
Bersamin, J., on official leave.

[1] Rollo, pp. 9-24.

[2] Penned by Associate Justice Carmelita Salandanan-Manahan, concurred in by Associate Justices Pampio A. Abarintos and Maria Elisa Sempio Diy; id. at 29-54.

[3] Id. at 56-61.

[4] Id. at 31.

[5] Id. at 62-68.

[6] Id. at 68.

[7] Id. at 33-35.

[8] Id. at 37-40.

[9] Id. at 75-85.

[10] Id. at 30-31.

[11] Id. at 29-54.

[12] Id. at 52-53.

[13] Id. at 16.

[14] Id. at 50.

[15] 791 Phil. 409 (2016).

[16] Id. at 432-436.

[17] *New World Developers and Management, Inc. v. AMA Computer Learning Center, Inc.*, 754 Phil. 463, 475 (2015).

[18] 304 Phil. 236 (1994).

[19] 716 Phil. 267 (2013).

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