

FREYSSINET FILIPINAS CORPORATION (NOW FREY-FIL CORPORATION), ERIC A. CRUZ, GAUDENCIO S. REYES, AND CARLOTA R. SATORRE, PETITIONERS, V. AMADO R. LAPUZ, RESPONDENT.*G.R. No. 226722. March 18, 2019*

Ponente: PERLAS-BERNABE, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-226722/>**PERLAS-BERNABE, J.:**

Assailed in this petition for review on certiorari[1] are the Decision[2] dated April 20, 2016 and the Resolution[3] dated August 23, 2016 of the Court of Appeals (CA) in CA-G.R. SP. No. 136935, which reversed and set aside the Resolutions dated April 30, 2014[4] and June 25, 2014[5] of the National Labor Relations Commission (NLRC) in NLRC LAC No. 04-000894-14 and instead, reinstated the Decision[6] dated January 26, 2014 of the Labor Arbiter (LA) in NLRC Case No. RAB III-01-18500-12 declaring that respondent Amado R. Lapuz (respondent) was a regular employee and that his dismissal was illegal.

The Facts

Respondent Amado R. Lapuz (respondent) worked as warehouse supervisor for petitioner Freyssinet Filipinas Corporation (FFC), now Frey-Fil Corporation, a domestic corporation engaged in the business of general construction, pre-stressed, post-tensioning, among others.[7] Respondent claimed that he commenced work for FFC since 1977 under the latter's previous company names, particularly: (a) FF Interior from 1977 to 1982, (b) Freyssinet Post Tensioning System Philippines, Inc. (FPTSPI) or Filsystem from 1982 to 1999, and (c) FFC from 2006[8] to 2012.[9] Except for FPTSPI which was owned by one Philip Cruz, the remaining firms were allegedly owned and operated by petitioner Eric A. Cruz (Cruz).[10] Respondent was assigned at the different projects of FFC, the last of which was at the Wharton Parksuite Project in Binondo, Manila.[11]

Sometime in December 2011, respondent averred that he was verbally informed of his termination from work by the project manager, respondent Gaudencio S. Reyes (Reyes), when he was told "Hoy umalis ka na dyan" and no longer allowed to perform his work and enter the premises.[12] This notwithstanding, respondent continued to report at the project site until he received a notice[13] of termination dated January 5, 2012 and directed to secure his clearance[14] from the HRD Department, which he complied. Believing to have been dismissed without substantive and procedural due process,[15] respondent filed a complaint[16] for illegal dismissal with prayer for reinstatement and payment of attorney's fees, against FFC, Cruz, Reyes, and one Carlota R. Satorre (petitioners) before the NLRC, docketed as NLRC Case No. RAB III 01-18500-12.

For their part, petitioners asserted that respondent started working as warehouse supervisor for FFC only on April 11, 2007 under a project employment contract for its Texas Instruments project located in Pampanga, which lasted until September 2008. Thereafter, respondent was rehired on a per project basis, for the following: (a) Robinson's Place project in Dumaguete City from September 12, 2008 until February 26, 2010; (b) FFC's Calumpit Plant project from March 7, 2010 until April 4, 2011; and (c) Wharton Parksuite project from April 22, 2011 until the

termination of his contract on December 31, 2011.[17] In support thereof, FFC submitted copies of respondent's project employment contracts at his last assignment in Wharton Parksuite which showed that his services were engaged intermittently for a fixed period of one (1) or three (3) months only.[18] They further contended that respondent's termination was also reported[19] to the Department of Labor and Employment (DOLE) in accordance with Section 2.2 of Department Order No. 19, Series of 1993 (D.O. No. 19-93).[20] Thus, they maintained that respondent was not illegally dismissed as his project employment contract merely expired.[21] They further averred that the corporate officers should not be held liable in view of the separate personality of the corporation from its officers and absent showing of bad faith on their part.[22]

The LA Ruling

In a Decision[23] dated January 26, 2014, the LA declared respondent to be a regular employee of FFC and as such, was dismissed without just or authorized cause. The LA ruled that petitioners' failure to adduce proof of the filing of termination reports with the DOLE every time a project or phase was completed is an indication that respondent was not a project employee. Moreover, the LA noted that respondent has been employed as warehouse supervisor for FFC since 1977, and that in such capacity, performed tasks that were usually necessary or desirable in the usual business of the company.[24] Accordingly, the LA ordered petitioners to jointly and severally pay respondent separation pay equivalent to one month pay for every year of service since 1977 up to 2012 in the sum of P610,500.00, with full backwages reckoned from his dismissal; moral and exemplary damages in the amount P50,000.00 each; and ten percent (10%) attorney's fees for having been compelled to litigate.[25]

Dissatisfied, petitioners appealed[26] to the NLRC.

The NLRC Ruling

In a Resolution[27] dated April 30, 2014, the NLRC reversed and set aside the LA's decision, holding that respondent was a project employee whose services ended upon completion of a specific project. It pointed out that FFC was primarily engaged in the construction industry whose workers are hired for specific phases of work in the project site, and that respondent was made aware of the nature of his employment and the duration thereof. It held that respondent's engagement as project employee was further manifested by his identification card, clearance, project employment contracts, and establishment termination report to the DOLE. Since respondent's most recent project contract had already ended, he cannot be said to have been illegally dismissed and thus, was not entitled to backwages, separation pay and other benefits. Finally, it found no basis to award damages there being no showing that petitioners acted in bad faith in terminating respondents, as well as attorney's fees.[28]

Respondent's motion for reconsideration[29] was denied in a Resolution[30] dated June 25, 2014. Aggrieved, respondent elevated the matter to the CA via a petition for certiorari.[31]

The CA Ruling

In a Decision[32] dated April 20, 2016, the CA reversed and set aside the NLRC ruling and instead, reinstated the LA ruling,[33] finding respondent to be a regular employee of FFC as early as 1977. It did not give credence to petitioners' claim that FF Interior, FPTSPI, and Filsystems were separate and distinct corporations from FFC, noting that the said corporations were ran by the same people and that the same merely evolved into different names from its establishment in 1972 until its present name as FFC. The CA agreed with the findings of the LA that petitioners' failure to religiously report the termination of respondent's employment contracts established that the latter was a regular employee, and that the employment contracts were a mere after-thought in order to escape from their legal obligation attached to regular employment.[34]

Petitioners' motion for reconsideration[35] was denied in a Resolution[36] dated August 23, 2016; hence, the

instant petition.

The Issue Before the Court

The essential issue for the Court's resolution is whether or not the CA erred in finding grave abuse of discretion on the part of the NLRC.

The Court's Ruling

The petition is partly impressed with merit.

I.

To justify the grant of the extraordinary remedy of certiorari, petitioners must satisfactorily show that the court or quasi-judicial authority gravely abused the discretion conferred upon it. Grave abuse of discretion connotes a capricious and whimsical exercise of judgment, done in a despotic manner by reason of passion or personal hostility, the character of which being so patent and gross as to amount to an evasion of positive duty or to a virtual refusal to perform the duty enjoined by or to act at all in contemplation of law.[37] It has also been held that grave abuse of discretion arises when a lower court or tribunal patently violates the Constitution, the law or existing jurisprudence.[38]

Tested against these considerations, the Court finds that the CA committed no reversible error in granting respondent's certiorari petition insofar as it ruled that respondent was a regular - and not a project -employee.

Under Article 295[39] of the Labor Code, regular employment exists when the employee is: (a) engaged to perform activities that are usually necessary or desirable in the usual business or trade of the employer; or (b) a casual employee whose activities are not usually necessary or desirable in the employer's usual business or trade, and has rendered at least one year of service, whether continuous or broken, with respect to the activity in which he is employed.

On the other hand, an employee is said to be under a project employment when he is hired under a contract which specifies that the employment will last only for a specific project or undertaking the completion or termination of which is determined at the time of his engagement.[40] Thus, for an employee to be considered project-based, it is incumbent upon the employer to prove that: (a) the employee was assigned to carry out a specific project or undertaking; and (b) the duration and scope of which were specified at the time the employee was engaged for such project.[41] When a project employee is assigned to a project or phase thereof which begins and ends at determined or determinable times, his services may be lawfully terminated at the completion of such project or a phase thereof.[42]

Notably, in *GMA Network, Inc. v. Pabriga*,[43] the Court pointed out that if the particular job or undertaking is within the regular or usual business of the employer company and it is not identifiably distinct or separate from the other undertakings of the company such that there is clearly a constant necessity for the performance of the task in question, said job or undertaking should not be considered a project.[44]

In this case, respondent was supposedly engaged by FFC as warehouse supervisor for its various projects, namely: (a) Texas Instruments project in Pampanga from April 11, 2007 to September 2008; (b) Robinson's Place project in Dumaguete City from September 12, 2008 until February 26, 2010; (c) FFC's Calumpit Plant project from March 7, 2010 until April 4, 2011; and (d) Wharton Parksuite project from April 22, 2011 until December 31, 2011. However, for the first three (3) projects, petitioners failed to show that respondent was hired on a project basis and that he was informed of the duration and scope of his work. In fact, no employment contracts for the said projects were presented to substantiate their claim. While the absence of a written contract does not per se

grant regular status to respondent, it is nonetheless evidence that he was informed of the duration and scope of his work and his status as project employee.[45]

In addition, no termination reports for each completed projects were shown to have been submitted by petitioners to the DOLE as mandated under Section 2 (2.2) (e)[46] of Department Order No. 19-93 and, in fact, it was only during respondent's last assignment at the Wharton Parksuite project that they complied with the directive. It bears stressing that the failure of an employer to file a termination report with the DOLE every time a project or a phase thereof is completed indicates that the workers hired were not project employees. In *Tomas Lao Construction v. NLRC*,[47] the Court ruled that "[t]he report of termination is one of the indicators of project employment." [48]

While petitioners did submit respondent's project employment contracts for the Wharton Parksuite project, which contracts in fact, specified the covered project and duration thereof, the Court finds that the same are still insufficient to prove his status as a project employee. A perusal of the subject contracts readily reveals that respondent was repeatedly and successively re-hired as warehouse supervisor for the Wharton Parksuite project eight (8) times for the following periods, to wit: (a) July 1, 2010 to August 31, 2010, (b) September 1, 2010 to September 30, 2010, (c) October 1, 2010 to October 31, 2010, (d) January 16, 2011 to February 28, 2011, (e) March 1, 2011 to March 31, 2011, (f) June 1, 2011 to June 30, 2011, (g) July 1, 2011 to September 30, 2011, and (h) October 1, 2011 to December 31, 2011. These notwithstanding, petitioners, however, failed to show that respondent's services were needed only for the period contracted and that the particular phase or undertaking for which he has been hired has been completed to warrant the termination of his employment. On the contrary, respondent's successive re-hiring in order to perform the same kind of work for the same project, contract after contract - most of which were for a duration of one (1) month only - reasonably shows that respondent's project employment contracts were merely used by petitioners to circumvent the law on tenurial security. Settled is the rule that when periods have been imposed to preclude the acquisition of tenurial security by the employee, they should be struck down as contrary to public morals, good customs or public order.[49]

Even on the assumption that respondent was a project employee, the Court has held that an employment ceases to be co-terminous with specific projects when the employee is continuously rehired due to the demands of employer's business and re-engaged for many more projects without interruption.[50] As aptly pointed out in the case of *Maraguinot, Jr. v. NLRC*,[51] once a project or work pool employee has been: (1) continuously, as opposed to intermittently, rehired by the same employer for the same tasks or nature of tasks; and (2) these tasks are vital, necessary, and indispensable to the usual business or trade of the employer, then the employee must be deemed a regular employee.[52] Indeed, while length of time is not the controlling test for project employment, it is nonetheless vital in determining if the employee was hired for a specific undertaking or tasked to perform functions that are vital, necessary, and indispensable to the usual business or trade of the employer.[53]

Considering that the function of a warehouse supervisor is no doubt vital, necessary, and desirable to the construction business of petitioners, and it has been sufficiently shown that respondent's work as such for the latter's various projects without interruption since 2007 is necessary and desirable to petitioners' construction business, the CA properly deemed respondent to be a regular employee. To reiterate, where the employment of project employees is extended long after the supposed project has been finished, the employees are removed from the scope of project employees and are considered regular employees.[54]

As a regular employee, respondent is entitled to security of tenure and may only be dismissed for just or authorized causes. Thus, not having been dismissed for a valid and legal cause, the CA was correct in declaring respondent to have been illegally dismissed.

II.

However, the Court takes exception to the CA's finding that respondent's employment with petitioners started in 1977 based on its flawed finding that FF Interior and FFC are one and the same company.

In so ruling, the CA upheld the assertion that FF Interior, FPTSPI/Filsystem, and FFC merely changed their names and that all companies are managed and owned by the same people. However, the CA's conclusion is belied by the records which reveal that FFC originated from then Freyssinet (Davao) Inc.,^[55] that was registered on February 28, 1994 before the SEC and issued SEC Registration No. ASO94-001909,^[56] and thereafter re-named to FFC^[57] in 2002, and subsequently, to Frey-Fil Corporation in 2011.^[58] On the other hand, FPTSPI is shown to have been registered under SEC Registration No. ASO94-002261,^[59] while Filsystems Tower 1, Inc. is registered under SEC Registration No. ASO94-00011538.^[60] Clearly, having been issued separate certificates of registration, the FFC, FPTSPI, and Filsystems Tower 1, Inc., are by law deemed to be separate and distinct corporate personalities.

Moreover, it is well settled that the mere ownership by a single stockholder or by another corporation of all or nearly all of the capital stock of a corporation is not of itself sufficient ground for disregarding the separate corporate personality.^[61] Neither is the existence of interlocking directors, corporate officers, and shareholders enough justification to pierce the veil of corporate fiction in the absence of fraud or other public policy considerations.^[62] It must be shown that the separate and distinct personalities of the corporations are set up to justify a wrong, protect fraud, or perpetrate a deception.^[63] Hence, the wrongdoing must be clearly and convincingly established by substantial evidence; it cannot be presumed. Otherwise, an injustice that was never unintended may result from an erroneous application.^[64] Verily, no such evidence was submitted by respondent in this respect.

In addition, no less than respondent admitted that his employment with FPTSPI ceased in 1999 and that he was hired anew by FFC only in 2006.^[65] While respondent declared that he was employed by FFC on July 11, 2006 in his complaint,^[66] no evidence was presented to substantiate the same. On the other hand, respondent did not deny FFC's claim that he was hired as warehouse supervisor by the latter in 2007 for its Texas Instruments project in Pampanga.^[67] Under the circumstances, the Court is inclined to believe that respondent was hired by FFC only on April 11, 2007 - and not on July 11, 2006 as claimed by him.

Thus, since there was no basis for the CA to disregard the separate juridical personality of FFC under the doctrine of piercing the corporate veil, and considering further that respondent was deemed a regular employee of FFC having been consistently hired as warehouse supervisor since April 11, 2007, and terminated without a valid cause on January 5, 2012, the awards of backwages and separation pay in lieu of reinstatement^[68] are in accord with Article 294^[69] of the Labor Code.

As to the liability of the impleaded corporate officers, the Court equally finds error on the part of the CA in holding them jointly and severally liable to respondent. Case law states that to hold a director or officer personally liable for corporate obligations, two requisites must concur: (1) it must be alleged in the complaint that the director or officer assented to patently unlawful acts of the corporation or that the officer was guilty of gross negligence or bad faith; and (2) there must be proof that the officer acted in bad faith.^[70] Here, the twin requirements of allegation and proof of bad faith necessary to hold the impleaded corporate officers liable for the monetary awards are clearly lacking.

Finally, with respect to the award of moral and exemplary damages, it is worthy to point out that moral damages are recoverable where the dismissal of the employee was attended by bad faith or fraud or constituted an act oppressive to labor, or was done in a manner contrary to morals, good customs, or public policy, while exemplary

damages may be awarded if the dismissal was effected in a wanton, oppressive or malevolent manner.[71] Apart from respondent's bare allegations, no evidence was presented to prove that his dismissal was attended with bad faith or was done oppressively.

Except for the foregoing modifications, the CA Decision, which ordered the reinstatement of the LA ruling, stands.

WHEREFORE, the petition is PARTLY GRANTED. The Decision dated April 20, 2016 and the Resolution dated August 23, 2016 of the Court of Appeals (CA) in CA-G.R. SP No. 136935 are hereby AFFIRMED with MODIFICATIONS, as follows:

(a) petitioner Freyssinet Filipinas Corporation (now Frey-Fil Corporation) is ordered to pay respondent Amado R. Lapuz his separation pay equivalent to one (1) month pay per year of service reckoned from April 11, 2007 up to the finality of this Decision;

(b) the corporate officers, petitioners Eric A. Cruz, Gaudencio S. Reyes, and Carlota R. Satorre, are absolved from liability; and

(c) the award of moral and exemplary damages are ordered deleted for lack of basis.

The rest of the CA decision stands.

SO ORDERED.

Carpio,[*] (Chairperson), Caguioa, J. Reyes, Jr., and Lazaro-Javier, JJ., concur.

[*] Designated Acting Chief Justice per Special Order No. 2644 dated March 15, 2019.

[1] Rollo, pp. 23-40.

[2] Id. at 45-54. Penned by Associate Justice Leoncia Real-Dimagiba with Associate Justices Ramon R. Garcia and Jhosep Y. Lopez, concurring.

[3] Id. at 56-57.

[4] Id. at 136-143. Penned by Commissioner Pablo C. Espiritu, Jr. with Presiding Commissioner Alex A. Lopez and Commissioner Gregorio O. Bilog III, concurring.

[5] CA rollo, pp. 41-42.

[6] Rollo, pp. 103-111. Penned by Labor Arbiter Reynaldo V. Abdon.

[7] Id. at 60.

[8] "2000" in some parts of the records. See CA and LA Decisions; id. at 45 and 103, respectively.

[9] See id. at 45, 103, and 137.

[10] See id. at 78. The CA Decision and the NLRC Resolution stated that FF Interior, FPTSPI, and FFC were owned by Cruz.

[11] Id. at 46 and 137.

[12] See id. at 90 and 104.

[13] Id. at 94.

[14] Id. at 95.

[15] See Sinumpaang Salaysay dated April 2, 2012; id. at 89-91. See also id. at 104.

[16] See Amended Complaint dated February 29, 2012; d. at 58-59.

[17] See id. at 61.

[18] Id. at 66-73. The various periods of employment covering respondent's Project Employment Contract at Wharton Park Suite are as follows:

- July 1, 2010 to August 31, 2010
- September 1, 2010 to September 30, 2010
- October 1, 2010 to October 31, 2010
- January 16, 2011 to February 28, 2011
- March 1, 2011 to March 31, 2011
- June 1, 2011 to June 30, 2011
- July 1, 2011 to September 30, 2011
- October 1, 2011 to December 31, 2011.

[19] See Establishment Employment Report; id. at 74-75.

[20] Entitled "GUIDELINES GOVERNING THE EMPLOYMENT OF WORKERS IN THE CONSTRUCTION INDUSTRY" dated April 1, 1993.

[21] See rollo, p. 63.

[22] See id. at 63-64.

[23] Id. at 103-111.

[24] See id. at 107-110.

[25] See id. at 111.

[26] See Notice of Appeal with Memorandum on Appeal dated March 7, 2014; id. at 114-123.

[27] Id. at 136-143.

[28] See id. at 140-142.

[29] Dated May 30, 2014. Id. at 144-151.

[30] CA rollo, pp. 41-42.

[31] Rollo, pp. 152-179.

[32] Id. at 45-54.

[33] See id. at 53.

[34] See *id.* at 47-53.

[35] See Entry of Appearance with Motion for Reconsideration (to the Decision dated 20 April 2016) dated May 17, 2016; *id.* at 182-192.

[36] *Id.* at 56-57.

[37] *Bahia Shipping Services, Inc. v. Hipe, Jr.*, 746 Phil. 955, 965-966 (2014).

[38] *Tagolino v. House of Representatives Electoral Tribunal*, 706 Phil. 534, 558 (2013).

[39] Formerly Article 280. As renumbered pursuant to Department Advisory No. 07, series of 2015, entitled "RENUMBERING OF THE LABOR CODE OF THE PHILIPPINES, AS AMENDED" dated July 21, 2015.

[40] See Article 295 (280) of the Labor Code.

[41] *Dacles v. Millenium Erectors Corporation*, 763 Phil. 550, 558 (2015).

[42] See *Felipe v. Danilo Divina Tamayo Konstruct, Inc. (DDTKI)*, 795 Phil. 891, 899 (2016). See also *Gadia v. Sykes Asia, Inc.*, 752 Phil. 413 421 (2015), citing *Omni Hauling Services, Inc. v. Bon*, 742 Phil. 335, 343-344 (2014).

[43] *GMA Network, Inc. v. Pabriga*, 722 Phil. 161 (2013).

[44] *Id.* at 173.

[45] See *Omni Hauling Services, Inc. v. Bon*, *supra* note 42, at 344.

[46] Section 2. EMPLOYMENT STATUS

x x x x

2.2 Indicators of project employment. - Either one or more of the following circumstances, among others, may be considered as indicators that an employee is a project employee.

x x x x

(e) The termination of his employment in the particular project/undertaking is reported to the Department of Labor and Employment (DOLE) Regional Office having jurisdiction over the workplace within 30 days following the date of his separation from work, using the prescribed form on employees' terminations/dismissals/suspensions.

x x x x (Emphasis supplied)

[47] 344 Phil. 268 (1997).

[48] *Id.* at 282.

[49] *Id.* at 282-283.

[50] See *id.* at 279. See also *Liganza v. RBL Shipyard Corporation*, 535 Phil. 662, 672 (2006).

[51] 348 Phil. 580 (1998).

[52] *Id.* at 606.

[53] *Integrated Contractor and Plumbing Works, Inc. v. NLRC*, 503 Phil. 875, 883 (2005).

[54] *PNOC-Energy Development Corporation v. National Labor Relations Commission*, 549 Phil. 733, 746

(2007).

[55] See rollo, pp. 205-216.

[56] See id. at 193-204.

[57] See id. at 205-206.

[58] See id. at 217.

[59] See id. at 229-234.

[60] See id. at 235-244.

[61] Zambrano v. Philippine Carpet Manufacturing Corporation, G.R. No. 224099, June 21, 2017, 828 SCRA 144, 166; citation omitted.

[62] Philippine National Bank v. Hydro Resources Contractors Corporation, 706 Phil. 297, 313 (2013).

[63] See Kukan International Corporation v. Reyes, 646 Phil. 210, 243 (2010).

[64] Philippine National Bank v. Andrada Electric & Engineering Company, 430 Phil. 882, 894-895 (2002).

[65] See rollo, p. 78.

[66] Id. at 58.

[67] See respondent's Petition for Certiorari; id. at 166.

[68] See LA Decision; id. at 111.

[69] Article 294, formerly Article 279, of the Labor Code provides:

Article 294. [279] Security of Tenure. - In cases of regular employment, the employer shall not terminate the services of an employee except for a just cause or when authorized by this Title. An employee who is unjustly dismissed from work shall be entitled to reinstatement without loss of seniority rights and other privileges and to his full backwages, inclusive of allowances, and to his other benefits or their monetary equivalent computed from the time his compensation was withheld from him up to the time of his actual reinstatement.

[70] Dimson v. Chua, 801 Phil. 778, 791 (2016).

[71] Pasos v. Philippine National Construction Corporation, 713 Phil. 416, 437 (2013).

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.