

## SECOND DIVISION

[ G.R. No. 241523, October 12, 2020 ]

**DANIEL F. TIANGCO, PETITIONER, VS. SUNLIFE FINANCIAL PLANS, INC., SUNLIFE OF CANADA (PHILS.), INC., AND RIZALINA MANTARING, RESPONDENTS.**

### DECISION

**DELOS SANTOS, J.:**

This is a Petition for Review on *Certiorari* filed under Rule 45 of the Rules of Court assailing the Decision<sup>[1]</sup> dated April 13, 2018 of the Court of Appeals (CA) in CA-G.R. CV No. 106069, which affirmed the Decision<sup>[2]</sup> dated November 16, 2015 of the Regional Trial Court (RTC) of Makati City, Branch 133, which dismissed Daniel F. Tiangco's (Tiangco) Complaint for Sum of Money with Damages.

#### The Facts

In 1978, herein petitioner Tiangco was engaged as an insurance agent by the Philippine branch of Sun Life Assurance of Canada (a part of Sun Life Financial), which name was later changed to Sun Life of Canada (Philippines), Inc. (SLOCPI).

In 2000, Sun Life Financial established Sun Life Financial Plans, Inc. (SLFPI) as part of its expansion in the pre-need industry. Tiangco was then engaged by SLFPI as Sales Consultant to market its pre-need plans in the Philippines.

On December 10, 2003, Tiangco's SLOCPI's Agent's Agreement (Agent's Agreement) and SLFPI's Sales Consultant's Agreement (Consultant's Agreement) were terminated, after due and proper investigation of a sexual harassment charge against him by one Marigay S. Rivera.<sup>[3]</sup>

In a Letter<sup>[4]</sup> dated July 10, 2004, Tiangco demanded from SLFPI, SLOCPI, and Rizalina Mantaring (collectively, respondents), President of both SLFPI and SLOCPI, payment of commission on premium payments to SLFPI after December 10, 2003. The unpaid remunerations mostly pertained to renewal commissions for a group life policy, educational plans, and pension plans amounting to a total of P496,148.70.

SLFPI denied the demands of Tiangco on the provisions in the Consultant's Agreement to which Tiangco agreed to SLFPI likewise contended that whatever commissions Tiangco is entitled to, have already been paid for and were received by Tiangco.

Aggrieved, Tiangco then filed a Complaint<sup>[5]</sup> for Sum of Money before the RTC with claims for moral damages.

#### The Ruling of the RTC

The RTC, in its Decision<sup>[6]</sup> dated November 16, 2015, dismissed the complaint and the compulsory counterclaims filed by respondents for lack of merit. The RTC held that Tiangco failed to adduce preponderant proof to support his claim against respondents.

### **The Ruling of the CA**

On appeal, Tiangco interposed the following arguments: (a) that he did not sign the Consultant's Agreement; (b) that, as a signatory of the Agent's Agreement and having rendered 15 years of service, he is entitled to the commissions, bonuses, and other compensation even after his termination; and (c) that since SLOCPI and SLFPI share the same president and administrative officers, and since the policies of the two companies are integrated, the compensation scheme in SLOCPI would likewise apply to SLFPI.

The CA, in its Decision<sup>[7]</sup> dated April 13, 2018, denied Tiangco's appeal and affirmed the Decision of the RTC. The CA held that Tiangco cannot deny having signed the Consultant's Agreement as shown by his signature and affirmation in the SLFPI Briefing Certificate that he read, understood, and submitted the Consultant's Agreement. As regards Tiangco's postulation that SLOCPI and SLFPI are one entity as they have interlocking officers, the CA held that it has no reason to pierce the veil of corporate entity of SLFPI and SLOCPI or consider the two companies as one entity. The CA concurred with the RTC that Tiangco failed to present sufficient evidence to prove that he is entitled to the commission he is claiming.

Regarding the claim of cash bond, the CA upheld the ruling of the RTC that such cannot be released considering that Tiangco has not secured the necessary clearance from respondents.

Not in conformity with the CA Decision, Tiangco elevated the case before the Court *via* Rule 45 of the Rules of Court submitting the following grounds of his petition:

1. THE FINDINGS OF FACT OF THE HON. [CA] THAT THERE IS ABSENCE OF EVIDENCE THAT [TIANGCO] IS ENTITLED TO CERTAIN RENEWAL COMMISSIONS FROM THE SALE OF SLFPI'S PRE-NEED PLANS IS SHARPLY CONTRADICTED BY THE EVIDENCE ON RECORD.
2. THE FINDINGS OF FACT OF THE HON. [CA] THAT THERE IS NOT ENOUGH JUSTIFICATION TO CONSIDER SLOCPI AND SLFPI AS ONE ENTITY IS STRONGLY CONTRADICTED BY THE EVIDENCE ON RECORD.
3. THE HON. [CA] IS MANIFESTLY MISTAKEN IN FINDING THAT [TIANGCO] IS NOT ENTITLED TO THE REFUND OF HIS [P50,000.00] CASH BOND.<sup>[8]</sup>

### **The Issues**

The issues in the present controversy redounds to the following:

- (a) Whether Tiangco is entitled to the commission earned after his termination under the premise that SLFPI and SLOCPI are

one entity; and

- (b) Whether Tiangco is entitled to the refund of his cash bond amounting to P50,000.00.

### **The Court's Ruling**

The petition lacks merit.

#### *The parameters of Rule 45 of the Rules of Court.*

Under Rule 45, the Court is only limited to the resolution of questions of fact. It is not part of the function of the Court to analyze or weigh the evidence already perused by the trial courts. However, this rule admits of some exceptions, to wit: (1) When the conclusion is a finding grounded entirely on speculation, surmises or conjectures; (2) When the inference made is manifestly mistaken, absurd or impossible; (3) Where there is a grave abuse of discretion; (4) When the judgment is based on a misapprehension of facts; (5) When the findings of fact are conflicting; (6) When the CA, in making its findings, went beyond the issues of the case and the same is contrary to the admissions of both appellant and appellee; (7) The findings of the CA are contrary to those of the trial court; (8) When the findings of fact are conclusions without citation of specific evidence on which they are based; (9) When the facts set forth in the petition, as well as in petitioner's main and reply briefs are not disputed by respondents; and (10) The finding of fact of the CA is premised on the supposed absence of evidence and is contradicted by the evidence on record.<sup>[9]</sup>

In the present petition, Tiangco asserts that the present case falls under the exceptions since the CA's inference is manifestly mistaken, absurd, and impossible, and the findings of fact is premised on the supposed absence of evidence and is contradicted by the evidence on record.<sup>[10]</sup>

A judicious scrutiny of the case reveals that none of the exceptional circumstances is present in the instance case.

#### *The Alter Ego Doctrine is not applicable; Tiangco is not entitled to commission after termination.*

Tiangco insists that the CA erred in affirming the ruling of the RTC that he is not entitled to the unpaid renewal commissions which accrued after his termination. Tiangco argues that under the Agent's Agreement in SLOCPI, an agent who has completed 15 years of service is entitled to commissions, bonuses and other compensations even after his termination. Tiangco further *posits* that SLOCPI and SLFPI are holding themselves out to the public as one and the same entity considering that both companies have interlocking management, officers, and policies. Moreover, the termination of SLFPI's Consultant's Agreement meant the automatic or concurrent termination of SLOCPI's Agent's Agreement. Allegedly, the provisions in the Agent's Agreement under SLOCPI is applicable to his commissions under SLFPI.