

**IN THE MATTER OF THE WRITTEN  
PROPOSAL FOR SETTLEMENT OF  
CAVITE CITY WATER STATION  
OWNERS ASSOCIATION**

**PCC CASE NO. E-2025-002-SP**

**CAVITE CITY WATER STATION  
OWNERS ASSOCIATION**

*Proponent.*

X-----X

**RESOLUTION**

Before the Commission is the *Revised Written Proposal for Settlement* dated 6 August 2025<sup>1</sup> (Revised Written Proposal) submitted by Proponent Cavite City Water Station Owners Association (CCWSOA), pursuant to Commission Resolution dated 27 March 2025 (Resolution).

The Commission, through its Resolution, accepted and approved the Written Proposal for Settlement dated 30 November 2024<sup>2</sup> submitted by Proponent CCWSOA, subject to the submission of a revised Written Proposal for Settlement. The Commission ordered the inclusion of the Proponent's commitment to cooperate, assist, and support the Philippine Competition Commission (PCC) in the: (1) enforcement and investigation activities; and (2) conduct of advocacy projects and activities.

The Revised Written Proposal endorsed by the Competition Enforcement Office (CEO) for approval by the Commission now includes CCWSOA's added commitment, together with its officers and members, to assist and provide relevant information to the PCC in relation to any investigation or case filed before the PCC for potential anti-competitive conduct related to or arising from the subject price-fixing agreement.<sup>3</sup> Further, they consent to be interviewed, without any restraint or interference, and to submit, upon reasonable notice, records and other documents relating to the price-fixing agreement and other possible violations of the PCA.<sup>4</sup> In addition, CCWSOA, its officers, and members commit to assist the PCC in its advocacy projects and activities by actively supporting initiatives that promote fair competition.<sup>5</sup> Lastly, CCWSOA commits to print its public statement of its cessation and desistance from price-fixing arrangement in a 3 ft. x 4 ft. and 2 ft x 3ft. colored

<sup>1</sup> CEO Memorandum dated 28 August 2025, Annex A.

<sup>2</sup> CEO Memorandum dated 7 March 2025, Annex D.

<sup>3</sup> *Supra* note 1, par. 18.

<sup>4</sup> *Id.*, par. 19.

<sup>5</sup> *Id.*, par. 28.



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ASSOCIATION  
RESOLUTION DATED 11 SEPTEMBER 2025

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tarpaulin banner to be displayed on CCWSOA members' store fronts and delivery vehicles respectively.<sup>6</sup>

Upon review of the Revised Written Proposal, the Commission finds that it sufficiently complies with the directives in the Resolution.

The CEO is **DIRECTED** to monitor and promptly report to the Commission the compliance of Proponent CCWSOA with its commitments. The compliance period shall be reckoned from the receipt by Proponent CCWSOA of this Resolution.

**SO ORDERED.**

11 September 2025.

[Redacted Signature]

**MICHAEL G. AGUINALDO**  
Chairperson

[Redacted Signature]

**MARAH VICTORIA S. QUEROL**  
Commissioner

[Redacted Signature]

**MICHAEL B. PELOTON**  
Commissioner

[Redacted Signature]

**LOLIBETH RAMIT-MEDRANO**  
Commissioner

[Redacted Signature]

**FERDINAND M. NEGRE**  
Commissioner

<sup>6</sup> *Supra* note 1, par. 23.

**PCC CASE NO. E-2025-002-SP  
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RESOLUTION DATED 11 SEPTEMBER 2025**

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*Copies furnished:*

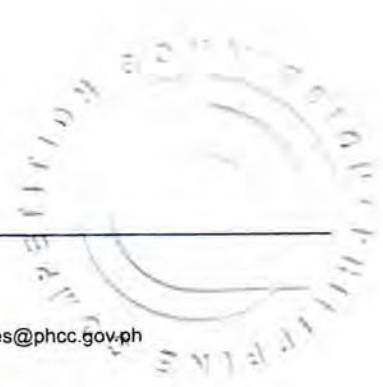
**CAVITE CITY WATER STATION  
OWNERS ASSOCIATION**

*Proponent*

321 P. Burgos Ave.  
Caridad, Cavite City

**COMPETITION ENFORCEMENT OFFICE**

25th Floor, Vertis North  
Corporate Center 1  
North Avenue, Quezon City  
enforcement@phcc.gov.



06August 2025

**PHILIPPINE COMPETITION COMMISSION**

25/F Vertis North Corporate Center I  
North Avenue, Quezon City, 1105  
Re: Matter 24-0123-FAI

**THRU: ATTY. CHRISTIAN LOREN B. DELOS SANTOS**  
Director IV, Competition Enforcement Office ("Enforcement Office")

**RE: Revised Written Proposal for Settlement**

1. On behalf of the Cavite City Water Station Owners Association ("CCWSOA") and its members, we submit herein the CCWSOA Revised Written Proposal for Settlement.
2. The undersigned is the President of CCWSOA. I have been duly authorized by CCWSOA and its members to submit this settlement proposal to the Philippine Competition Commission ("PCC").<sup>1</sup>

***Narration of Facts***

3. Beginning late 2022 through January 2023, most of us, the Cavite City water refilling station ("WRS") owners, lamented the dwindling sales of our businesses. As a result, WRS owners decided to form an association to reach a consensus and establish a uniform price for our water products.
  - 3.1. We believe that the decline in sales is caused by other WRS in Cavite City who are lowering the prices of their water products to gain a larger market share. All other WRS owners responded to this strategy by doing the same, until the prices reached 12–15 pesos per container for mineral and purified water and 20 pesos for alkaline water, despite the increasing cost of gasoline, water, electricity, maintenance expense for the equipment and machines, and the cost of permits and tests.
  - 3.2. Because of the extremely low pricing of water products, staff salaries have been lowered, machine maintenance has been reduced or discontinued, and eventually, some WRS have closed. To make ends meet, the majority of us resorted to bank loans or even shark loans.
  - 3.3. As it turned out, we all shared the same sentiments. Thus, we decided to form an association named "CCWSOA", to address the ongoing price war among Cavite City's WRS owners and business revenue issues.
4. We had our first meeting on 05 March 2023 at the residence of Levy Camerino, the owner of Camerino's Water Station. The meeting was attended by some WRS owners in Cavite City. During the meeting, we elected the officers of the association, appointed our Board of Directors, and concluded that the association's principle is to help each other and to uplift our business situation(see Annex "B" - CCWSOA Member list and Annex "C" - CCWSOA List of Officers and Board of Directors 2023).
  - 4.1. One of the meeting's highlights was the owners' worry that some WRS were closing because of the other WRS water products' extremely low prices. The majority of us merely desired equitable water product prices.

<sup>1</sup>See Annex "A"- CCWSOA Joint Affidavit; and Annex "A-1"-Affidavit of Mr. Santos dated 26 February 2025.

- 4.2. Thus, we decided to set uniform pricing for our water products by conducting a voting poll on Messenger. The results of the poll were as follows, 30 pesos for mineral and purified water and 40 pesos for alkaline water. An agreement was also made that any CCWSOA member who violates this uniform pricing agreement should be penalized.
  - 4.3. Additionally, we collected a 1,000 pesos membership fee from each member.
  - 4.4. All of these were included in our drafted by-laws (**see Annex "D" - CCWSOA By-laws**), which addressed all of the owners' concerns and incorporated all of the agreements reached.
5. Following the poll voting, in June 2023, we began making stickers and flyers (**see Annex "E" - CCWSOA Stickers/Flyers**), tarpaulin banners (**see Annex "F" - CCWSOA Member Tarpaulin Banners**), and notices (**see Annex "G" - CCWSOA Notices**) to inform the public and all CCWSOA members of the new, uniform pricing of water products by the CCWSOA-member WRS. The new price for mineral and purified water will be 30 pesos per gallon, while the new price for alkaline water will be 40 pesos per gallon, effective 01 August 2023.
6. Subsequently, on 20 July 2023, CCWSOA posted a copy of the notices and pictures of storefronts and delivery vehicles with tarpaulin banners on CCWSOA Facebook Page: CCWSOA, for information dissemination.
7. We want to clarify, however, that the penalty clause was not implemented because we were unable to successfully register with the Securities and Exchange Commission and finalize the by-laws. Further, as some of the members refused to comply with the uniform pricing agreement, we sought help from the Cavite City local government unit, the Department of Trade and Industry, and then the PCC, to help us address the ongoing price war of WRS owners in Cavite City.
8. On 09 September 2023, the president of the CCWSOA emailed the PCC Queries ([queries@phcc.gov.ph](mailto:queries@phcc.gov.ph)) to seek advice on the ongoing price war among WRS owners in Cavite City. The Enforcement Office then conducted an interview with the president on 22 September 2023, to clarify matters regarding the issue raised to PCC and was requested to provide relevant documents. However, the president of the association failed to submit the relevant documents.
9. On 21 February 2024, the Enforcement Office issued Enforcement Advisory Letter No. 2024-0017 dated 20 February 2024 to the CCWSOA.
  - 9.1. The CCWSOA officers attended the meeting wherein the association was informed that its conduct constitutes a violation of Section 14(a)(1) of the Philippine Competition Act (PCA) and that it may lead to administrative and criminal liabilities. We were also asked to cease and desist the price fixing conduct and provide proof of compliance.
  - 9.2. In April 2024, the association submitted CCWSOA Board Resolution No. 2024-001 to the PCC stating that the association and its members have ceased and desisted from its price fixing conduct. Additionally, we also deleted the CCWSOA Facebook page account.
10. On 03 July 2024, the CCWSOA received Subpoena Duces Tecum et Ad Testificandum with SUB No. CEO-028-2024 dated 01 July 2024 (the "Subpoena") from the Enforcement Office directing the president, officers and Board of Directors to give a statement under oath on 09 July 2024 at the PCC office and submit the electronic and hard copies of certain documents and information.

11. During the subpoena hearing, we were informed that CCWSOA may utilize the remedy provided under Section 2.17 of the 2017 PCC Rules of Procedure.
12. Pursuant to Section 2.17 of the Rules of Procedure of the PCC, we filed our Written Proposal for Settlement ("Written Proposal") dated 30 November 2024, in relation to the full administrative investigation into the price fixing agreement among CCWSOA and its members, for the Commission's perusal and approval.
13. In a Commission Resolution dated 27 March 2025, the Commission accepted and approved the Written Proposal subject to the inclusion of CCWSOA's commitment to cooperate, assist, and support the PCC in its enforcement and investigation activities, and in its conduct of advocacy projects and activities.
14. Further, in relation to our Commitment to Release a Public Statement through tarpaulins on the delivery vehicles, we determined that displaying the 3 ft.x 4 ft. tarpaulin on our vehicles is a driving hazard that poses a risk to the drivers. We thus request that the tarpaulin size be reduced to 2 ft x3 ft.<sup>2</sup>
15. Hence, we are submitting this Revised Written Proposal for Settlement.<sup>3</sup>

***Commitment to cease and desist from price fixing practices.***

16. CCWSOA, its officers, and members commit to cease and desist its pricefixing practices.
  - 16.1. We have ceased and desisted from the agreement to fix the prices of mineral, purified and alkaline water per container in Cavite City. We also have taken down the copies of announcements to customers posted in stores, including all tarpaulin banners reflecting the subject agreement, displayed in our storefronts and delivery vehicles (**see Annex "H" -Proof of Removal of the Copies of Announcements in Store Fronts and Delivery Vehicles**), as proof of our commitment to comply with the PCA, its implementing rules, and other competition laws.
  - 16.2. Should any copies of the announcement to customers or banners remain on display and the Officers, Board of Directors, or fellow CCWSOA members are notified of it, the banners shall be taken down immediately.

***Commitment not to enter into any other agreement or arrangement that violates the PCA, its implementing rules and other competition laws.***

17. CCWSOA, its officers, and members commit not to enter into agreements with its competitors, with respect to its pricing practices and other terms of trade, and any other anti-competitive agreements that the PCA prohibits. It undertakes and commits not to repeat any similar conduct of the agreement. It will adhere to the principles of free market competition.

***Commitment to assist and provide information.***

18. CCWSOA, its officers, and members shall assist and provide relevant information to the PCC in relation to any investigation and/or case filed before the PCC for

<sup>2</sup>Please see Annex "H" of the Written Proposal dated 30 November 2024 as reference for the delivery vehicles.

<sup>3</sup> The copies of all the Annexes referred to in this Revised Written Proposal for Settlement, except Annex "A-1" which is hereto attached, have been previously attached to the Written Proposal dated 30 November 2024 and submitted to the Honorable Commission. Thus, are no longer attached to the instant Revised Written Proposal.

potential anti-competitive conduct related to or arising from the subject price fixing agreement.

19. We consent to be interviewed without any restraint or interference, and to submit, upon reasonable notice, records and other documents relating to the subject price fixing agreement and other possible violations of the PCA.

***Payment of Settlement Amount.***

20. We are pleading with your office not to penalize the CCWSOA and its members as we are truly not capable of paying them. Contrary to what we anticipated, our customers and income decreased since we imposed the increase and uniform pricing of our water products. There is hardly any income. At the end of the day, we are just like any other minimum wage earner who is barely making ends meet, as we have discussed in our meetings.
21. The cost of living is really expensive these days, and competition in our industry is strong. Additionally, because of the high rate of inflation, the interest rate on our bank loans is likewise high. These issues are really weighing us down right now. We are referred to as entrepreneurs because we have a business, we put up a business to release us from the minimal wage life we had prior to starting a business, but the reality is the opposite. Now, many of us have opted to work again just to compensate for the lack of income in our business.

As we stated in our discussions, CCWSOA's sole objective was to make life easier for business owners. Therefore, once more, we are pleading for your consideration in this matter. The financial records of the CCWSOA Officers WRS businesses are attached to support our claims (**see Annex "I" - CCWSOA Officers' WRS Business Financial Records**).

***Commitment to release a Public Statement.***

22. The CCWSOA, its officers, and members shall release a public statement summarizing the actions taken to address the competition concerns identified during the course of the investigation.
23. The public statement below shall be printed in colored tarpaulin banners: **3 ft. x 4ft.** and **2 ft. x 3 ft.** using the Times New Roman font style.

For the 3 ft. x 4 ft. sized format, the "CCWSOA", "WRS Business Name", and "Announcement" shall be in at least font size 220 and appear in bold, capital letters, while the public statement shall be in at least font size 130. These tarpaulins shall be displayed in storefronts upon the Commission's receipt of the Revised Written Proposal for Settlement.

For the 2 ft. x 3 ft. sized format, the contents thereof shall be printed in a readable font size, with the "CCWSOA", "WRS Business Name", and "Announcement" in bold, capital letters. These tarpaulins shall be displayed on delivery vehicles upon the Commission's receipt of the Revised Written Proposal for Settlement.

Public Statement:

**CCWSOA [LOGO]**  
**Water Refilling Station Business Name**  
**-ANNOUNCEMENT-**

Effective immediately, the CCWSOA and its members have ceased and desisted from its agreement to fix the price of mineral and purified water at 30 pesos per

container, and alkaline water at 40 pesos per container, in Cavite City, in accordance with the Philippine Competition Act.

CCWSOA is fully committed to complying with the Philippine Competition Act, its implementing rules, and other competition laws.

***Commitment to cooperate with the PCC in a wider advocacy.***

24. CCWSOA, its officers, and members commit to support and cooperate with the PCC's competition awareness advocacies.

25. In particular, the CCWSOA officers and Board of Directors commit to share the infographic material on a social media platform, which will be provided by the Enforcement Office.

A. *Social Media Platform: Facebook*

B. *Facebook Group: Public Group - Water Station Business Group*  
(<https://www.facebook.com/groups/1660575534206451>)

C. *Post Caption:*

The Cavite City Water Station Owners Association or the CCWSOA is fully committed to complying with the Philippine Competition Act, its implementing rules, and other competition laws. CCWSOA is sharing this infographic with everyone which highlights the economic benefits to consumers of healthy competition among businesses in the market.

For more information about the Philippine Competition Act and the Philippine Competition Commission, you can visit the Philippine Competition Commission official Facebook page at <https://www.facebook.com/competitionph>.

D. *Posting Schedule:*

Within thirty (30) days from the Commission's receipt of the Revised Written Proposal for Settlement, CCWSOA commits to post the infographic material on Facebook every month, for a period of one year. The posting schedule will take place between 9:00 a.m. and 10:00 a.m. on the first and third Fridays of each month.

***Commitment of all CCWSOA members to attend Competition Law seminar.***

26. Within one (1) year from the Commission's receipt of the Revised Written Proposal for Settlement, the officers, Board of Directors, and members of CCWSOA, shall attend a competition law seminar to be organized by the PCC-Communications and Knowledge Management Office ("PCC-CKMO").

27. In coordination with the PCC-CKMO, CCWSOA shall choose either to organize a customized webinar for its attendees or to take the on-demand modules offered by the PCC-CKMO, or a combination of both.

***Commitment to assist in PCC's advocacy projects and activities.***

28. CCWSOA, its officers, and members commit to assist the PCC in its advocacy projects and activities by actively supporting initiatives that promote fair competition.

29. As may be provided by the PCC, CCWSOA officers will share electronic copies of PCC's advocacy materials with its members. As proof of compliance, CCWSOA will submit a screenshot of the message showing that the electronic copies were sent to its members.

***Monitoring Commitments.***

30. *Commitment to cease and desist from price fixing practices.* Within thirty (30) days from the Commission's receipt of the CCWSOA Revised Written Proposal for Settlement, proof of compliance will be submitted to the PCC, through email to [matter123@phcc.gov.ph](mailto:matter123@phcc.gov.ph).
31. *Commitment to release a Public Statement.* Within thirty (30) days from the Commission's receipt of the CCWSOA Revised Written Proposal for Settlement, proof of compliance will be submitted to the PCC, through email at [matter123@phcc.gov.ph](mailto:matter123@phcc.gov.ph).
32. *Commitment to cooperate with the PCC in a wider advocacy.* Within ten (10) days from each of the posting date(s), a screenshot of the Facebook post, including the link shall be emailed to [matter123@phcc.gov.ph](mailto:matter123@phcc.gov.ph).
33. *Commitment of all CCWSOA members to attend Competition Law seminars, with relevant periods and intervals.* Within thirty (30) days from attendance in the competition advocacy seminars conducted by the PCC, proof of compliance or a copy of the certificate of attendance will be submitted to the PCC, through email at [matter123@phcc.gov.ph](mailto:matter123@phcc.gov.ph).
34. *Commitment to assist in PCC's advocacy projects and activities.* Within thirty (30) days from the date the electronic copies of the PCC materials were shared to the members, a screenshot of such message will be submitted to the PCC, through email at [matter123@phcc.gov.ph](mailto:matter123@phcc.gov.ph).

We trust that this Revised Written Proposal for Settlement is acceptable to the PCC. We, the CCWSOA and its members, are grateful for your time and consideration.



**EDWARD SUÁREZ**  
President, CCWSOA

## AFFIDAVIT

I, **JONATHAN SANTOS**, owner of New Star Crest Purified Water and a member of the Cavite City Water Station Owners Association ("CCWSOA"), Filipino, of legal age, and a resident of Dalahican, Cavite City, after having been sworn to in accordance with law, hereby state that:

1. I am a member of the CCWSOA, an association of water refilling station owners in Cavite City.
  2. On 02 July 2024, CCWSOA received a *Subpoena Duces Tecum and Ad Testificandum* with Sub No. CEO-028-2024 ("Subpoena") issued by the Competition Enforcement Office ("Enforcement Office") of the Philippine Competition Commission (PCC). In the *Subpoena*, the President, officers, and Board of Directors of CCWSOA were directed, among others, to appear before the Enforcement Office on 09 July 2024 in relation to the ongoing investigation into the CCWSOA and its members for potential violation of Section 14(a)(1) of the Philippine Competition Act (the "Investigation").
  3. During the hearing on 09 July 2024, the Enforcement Office clarified certain matters in relation to the Investigation and explained remedies available to entities subject of investigation under the 2017 Rules of Procedure of the PCC ("PCC Rules of Procedure").
  4. Relative thereto, I confirm my willingness to enter into settlement to address the conduct subject of the Investigation.
  5. I further affirm the contents and ratify the commitments contained in the Written Proposal for Settlement dated 30 November 2024 submitted by the members of CCWSOA pursuant to Section 2.17 of the PCC Rules of Procedure. I concur with and promise to abide by the commitments stated therein.
- Further, I authorize **EDWARD MITCHEL SUAREZ**, President of CCWSOA, to perform the following acts which shall also be binding upon me and CCWSOA:
- 6.1. File and/or cause the filing of the necessary documents in relation to the settlement proceedings;
  - 6.2. Act as my true and lawful attorney-in-fact, sign and verify all written proposals, pleadings or motions and certifications, including all notices and letters necessary, and to otherwise do such acts or execute such documents as may be required to comply with any other formal or procedural requirements as may be needed for the settlement proceedings;
  - 6.3. Do and perform any act or deed relating to the settlement proceedings to which CCWSOA and its members could legally do or perform, including, but not limited to, the preparation and filing (or causing the preparation or filing), of all necessary written proposals, pleading or motion, and other papers for motions, petitions, or other incidents as may be needed for the settlement proceedings; and
  - 6.4. Participate in the settlement proceedings until its conclusion, and negotiate and enter into settlement or compromises, which shall be binding upon me and CCWSOA.

7. I likewise approve, ratify, and confirm any and all acts done by the abovementioned attorney-in-fact that are related to, arose from, or connected with the settlement proceedings up to the issuance of the Honorable Commission's Resolutions.
8. I confirm that the foregoing statements have not been amended, modified, or rescinded, and are in full force and effect as of the date hereof.
9. I confirm that the foregoing statements are true and correct.

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_ day of FEB 7 2025 at

PROVINCE OF CAVITE

[REDACTED]

**JONATHAN SANTOS**  
*Affiant*

SIGNED IN THE PRESENCE

[REDACTED]

Monirra Casiga

[REDACTED]

Jonathan Santos

Republic of the Philippines )  
CITY OF CAVITE ) S.S.

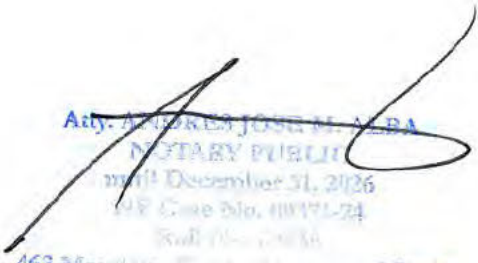
ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Cavite, personally appeared MR. JONATHAN SANTOS exhibiting to me his \_\_\_\_\_ issued by the \_\_\_\_\_ on \_\_\_\_\_, known to me and to me known to be the same person who executed the foregoing instrument which he acknowledged to me as his free and voluntary act and deed, consisting of only three (3) pages, including this page in which this Acknowledgment is written, duly signed by him and his instrumental witnesses on each and every page hereof.

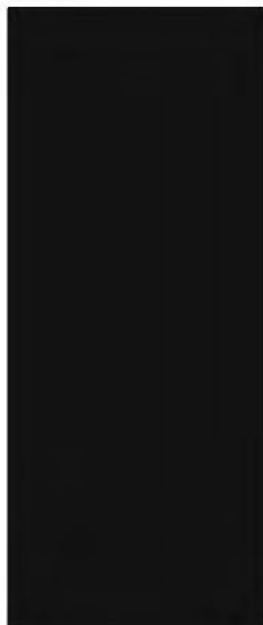
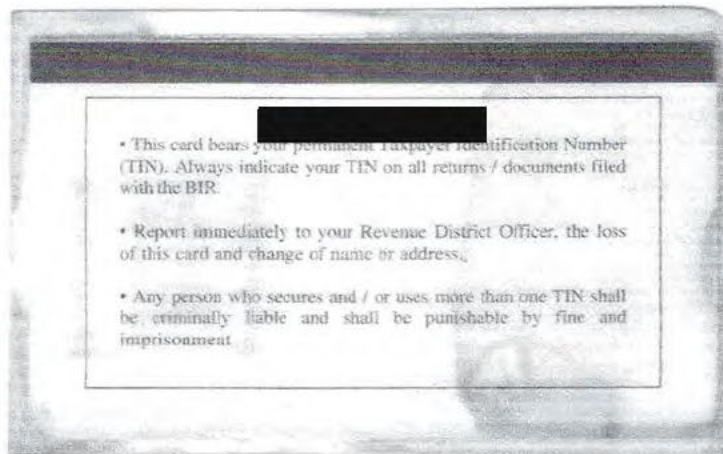
WITNESS MY HAND AND SEAL this FEB 26 2025 at Cavite City, Philippines.

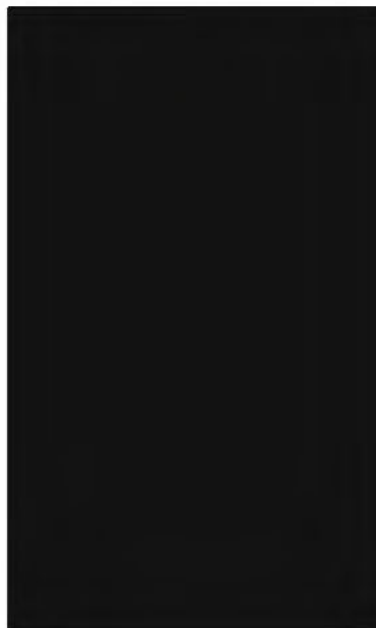
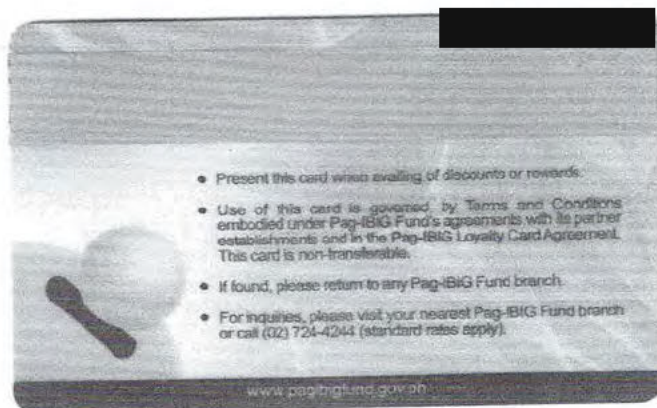
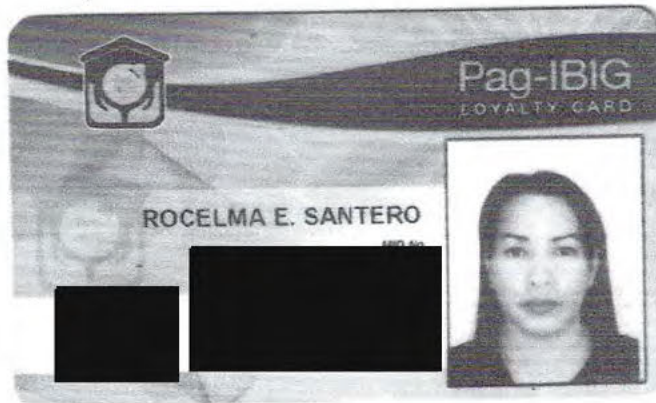
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Series of 2025.

  
Atty. ANDRES JOSE MALERA  
NOTARY PUBLIC  
until December 31, 2026  
JF Case No. 00171-24  
Roll No. 2024  
463 Manobo, East of Marikina City  
JF OR No. 420036; 11.5.2024  
PTE OR No. 130V 9424008; 11.5.2024  
MCLE Compliance No. VII-0015326; 11.5.2024









**REPUBLIKA NG PILIPINAS**  
Republic of the Philippines  
**PAMBANSANG PAGKAKAKILANLAN**  
Philippine Identification Card





**Apelyido/Last Name**  
**SANTOS**

**Mga Pangalan/Given Names**  
**JONATHAN**

**Gitnang Apelyido/Middle Name**  
**MAMARADLO**

**Palatagan ng Kapanganakan/Date of Birth**  
[REDACTED]

**PHL**  


[REDACTED]

[REDACTED]

**Kalagayan ng Sibill/Marital Status**  
[REDACTED]

**Lugar ng Kapanganakan/Place of Birth**  
[REDACTED]

[REDACTED]

**If found, please return to the nearest  
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www.

