

**ROMEO M. BANIQUED AND MICHAEL ILETO, PETITIONERS, VS.
NATIONAL LABOR RELATIONS COMMISSION (3RD DIVISION),
COCA-COLA BOTTLERS PHILIPPINES, INC., BILL SCHULTZ, MARTIN
T. MENEZ, GI...**

Ponente: ZALAMEDA, R.V., J.

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ZALAMEDA, R.V., J.:

Before this Court is a Petition for Certiorari[2] under Rule 65 of the Rules of Court seeking to annul the Decision[3] dated 28 September 2012 and Resolution[4] dated 29 November 2012 of the National Labor Relations Commission[5] in NLRC LAC NO. 09-002529-12 (NLRC-RAB III-10-16925-10) entitled, "National Labor Union/Romeo M. Baniqued and Michael Iletto, Complainants, versus Coca-Cola Bottlers Phils. Inc./Bill Schultz, Martin T. Menez, Giovanni von Acorda, Respondents," which affirmed the decision of the Labor Arbiter.

The facts as culled from the records are as follows:

Romeo M. Baniqued,[6] herein petitioner, was a Logistics Checker at Coca-Cola Bottlers Philippines, Inc.[7] and a member of the National Labor Union.[8] His primary duty and responsibility involved the checking of actual load of full goods for outbound and encoding of the same. As a member of the Union's Board of Directors, he came across information that RM Sanitary, the company's garbage contractor, was smuggling out company property. He reported the same to his supervisor, a Cesar Villasin, but apparently no action was taken on his report.

On 24 May 2010, he received an Inter-Office Memorandum[9] directing him to explain why he should not be terminated from service for demanding, and without sufficient authority, receiving money and other things of value from their contractors, which acts amounted to a potential violation of the Code of Business Conduct,[10] particularly on conflict of interest and unfair or improper dealing with suppliers, and of the Labor Code on serious misconduct. He was likewise placed on a thirty (30)-day preventive suspension, which eventually was extended twice – from 22 June 2010 to 22 July 2010[11] and from 22 July 2010 to 21 August 2010.[12]

Baniqued submitted his letter of explanation[13] on 25 May 2010 wherein he denied the charges against him, claiming he had no dealing with any contractor. Thereafter, investigations were scheduled on 07, 11, and 15 June 2010.[14] In the minutes[15] of the investigation held on 15 June 2010, Baniqued did not present any evidence but simply explained that RM Sanitary merely fabricated stories against him, as the former was about to be investigated likewise for alleged theft of CCBPI property.

Petitioner Michael Iletto,[16] on the other hand, was the OIC Plant Logistic Manager of the company. His duties and responsibilities involved the supervision of all the Logistic Checkers as well as the inbound/outbound of the company's products. He was also in-charge of the inventory in the company's Antipolo and Valenzuela plants.

Sometime in March 2010, Iletto learned that a Geovie Santos,[17] a yard checker in the culletization department, was collecting money from the contractors by using his name. Iletto had Santos transferred to be a cross-dock

checker for outgoing full goods for the sales office. As a result of his transfer, Santos became bitter towards Iletto.

In May 2010, Iletto was asked by Joel Agustin,[18] a warehouse supervisor, to patch things up between Jovito Rosales,[19] the manager of RM Sanitary, and Baniqued. Their dispute stemmed from the report lodged by Baniqued against RM Sanitary and from the alleged denial by Baniqued of RM Sanitary's trucks and personnel inside CCBPI premises. Iletto also averred that Rosales asked him to do something about the "sipping off the waste water"[20] in CCBPI's Antipolo plant but because Iletto had no authority to decide on the matter, he referred it to the Plant Operations Manager instead, which was taken badly by Rosales.

On 24 May 2010, Iletto received an Inter-Office Memorandum[21] directing him to explain why he should not be terminated from service for the following activities:

(a) Demanding, and without sufficient authority, receiving money and other things of value from their contractors which amount to a potential violation of the COBC, particularly on conflict of interest and unfair or improper dealing with suppliers, and of the Labor Code on serious misconduct and

(b) Ordering the cullitization of good bottles and washing of clean bottles which amount to serious misconduct under the Labor Code. Iletto was likewise placed under preventive suspension for a period of thirty (30) days which was subsequently extended to 21 August 2010.[22]

Upon learning that the charges against him were brought about by a report made by Rosales, Iletto and Agustin went to talk with the latter who responded that it was not them who were his adversaries but Baniqued. Rosales advised them to disassociate themselves or withdraw their support of Baniqued.

In his Letter of Explanation[23] Iletto denied the allegations against him. He explained he could not have pulled off the cullitization alone, as there were four (4) departments involved in the cullitization of the "empties" (empty bottles). He also did not have the sole prerogative to order the manual washing of the good "empties." Finally, he claimed that the allegations levelled against him were made as a reprisal for the disciplinary actions he made against some people in retaliation for some imagined rebuke. Iletto likewise submitted a Supplemental Explanation[24] dated 04 June 2010 and Submission of Contractor's Affidavit[25] dated 11 June 2010 wherein he attached affidavits[26] from various contractors belying the allegations imputed against Iletto.

During the administrative hearing, Iletto denied all the charges against him and claimed that the accusations were fabricated: 1) by Santos because he was transferred to be a cross-dock checker and 2) by Rosales because of Iletto's acquaintance with Baniqued and his rejection of Rosales' request.[27]

Baniqued and Iletto were subsequently terminated from employment, per Inter-Office Memorandum dated 29 September 2010[28] and 08 October 2010,[29] respectively, as they had both been found guilty of violating the company's COBC for conflict of interest. Additionally, Baniqued was terminated from employment due to his unfair dealing with suppliers and for violating the Labor Code on serious misconduct. Iletto was likewise dismissed on the ground of serious misconduct for demanding money and other things of value from the company's contractors. The company found the affidavits of Rosales and Santos to be direct and categorical in stating that Baniqued demanded and received money and other things of value from the company's contractors and suppliers and that Iletto demanded and received money and other things of value from them.

On 22 October 2010, petitioners Baniqued and Iletto[30] filed a complaint for illegal dismissal and prayed for their reinstatement to their former positions with full backwages and other benefits, moral and exemplary damages, and attorney's fees.

Private respondents CCBPI, Bill Schultz, Martin T. Menez, and Giovanni von Acorda, on the other hand, alleged

that the company adopted the COBC prepared by The Coca-Cola Company, the company's mother company. The COBC prohibits employees from accepting gifts, meals or entertainment or any other favor, from customers or suppliers if doing so might compromise or appear to compromise their ability to make objective business decisions in the best interest of the company.

Sometime in 2010, the company received several reports from their contractors and their employees that petitioners together with another employee were asking for money or things of value from them. Rosales of RM Sanitary narrated in his Affidavit,[31] among others, that sometime in March 2009 Baniqued borrowed money from him in the amount of eight thousand (P8,000.00) pesos. As security, Baniqued gave Rosales a .45 caliber pistol. After two (2) days, Baniqued took back his pistol as he had a buyer for the same. He, however, did not pay Rosales back. On 27 April 2010, Baniqued went to Rosales' junk shop with a CCBPI truck to ask him to store twenty-four (24) boxes of flavored syrup which he would deliver to a prospective buyer the following day. Again Baniqued borrowed money from Rosales in the amount of twenty thousand (P20,000.00) pesos which likewise remained unpaid while the boxes of syrup were not picked up. Baniqued also asked money from Rosales for the payment of his electric bill, rent, etc. For his part, Iletto also asked Rosales for lunch or dinner money, the amounts ranging from one thousand five hundred (P1,500.00) pesos to two thousand (P2,000.00) pesos, more than four (4) times a month.

Santos also enumerated the alleged violations committed by the petitioners in his Affidavit.[32] He admitted that he was the one who received the money given by Agate, the winning contractor in the bidding of broken bottles, to be given to Iletto and Agustin. They were also receiving money in the amounts of two thousand (P2,000.00) pesos and five thousand (P5,000.00) pesos almost daily from Albright, Jetsi Trucking, HHH Contractor and RM Sanitary. Santos was also ordered by Iletto to cullitize good bottles when there were no other bottles to be cullitized. HHH Contractor gave PSPs[33] to Iletto and Agustin as a reward because the two (2) helped the former win the contract for palletizing. Santos was present when the PSPs were given to Iletto and Agustin. Further, a handwritten note[34] signed by Baniqued addressed to a certain Jaime, an employee of RM Sanitary, likewise revealed that Baniqued asked for two thousand (P2,000.00) pesos and bottles of beer.

Private respondents claim that petitioners were terminated for cause and with the observance of due process, as there was sufficient evidence to show that the latter were guilty of the offense charged.

On 20 June 2012, Acting Executive Labor Arbiter Mariano L. Bactin rendered a Decision,[35] the dispositive portion of which reads:

"X x x

WHEREFORE, premises considered, a decision is hereby rendered DISMISSING WITH PREJUDICE the complaints of the complainants for lack of legal basis and merit.

The money claims, as well as, their claims for damages and attorney's fees raised by the complainants on their complaints are likewise dismissed with prejudice for lack of merit.

SO ORDERED.

X x x"[36]

On appeal, the NLRC rendered a Decision[37] on 28 September 2012, the dispositive portion of which reads:

"X x x

WHEREFORE, the appeal filed by complainants is hereby DENIED. The Decision dated 20 June 2012 is AFFIRMED.

SO ORDERED.

X x x"[38]

Petitioners consequently filed a Motion for Reconsideration[39] which was denied in the Resolution[40] dated 29 November 2012.

Unsatisfied with the findings of the NLRC, petitioners filed the present Petition on the ground that the NLRC acted with grave abuse of discretion, alleging the following:

I.

WHETHER OR NOT THE HONORABLE NATIONAL LABOR RELATIONS COMMISSION (3[rd] DIVISION) COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR EXCESS OF JURISDICTION IN FINDING THAT THERE WAS SUBSTANTIAL EVIDENCE BASED ON THE AFFIDAVITS OF MESSRS. JOVITO ROSALES AND GEOVIE SANTOS TO JUSTIFY THE DISMISSAL OF THE PETITIONERS.

II.

WHETHER OR NOT THE HONORABLE NATIONAL LABOR RELATIONS COMMISSION (3[rd] DIVISION) COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR EXCESS OF JURISDICTION IN NOT FINDING THAT PRIVATE RESPONDENTS' FAILURE TO OBSERVE PROCEDURAL DUE PROCESS OF LAW CONSTITUTES ILLEGAL DISMISSAL,

III.

WHETHER OR NOT THE HONORABLE NATIONAL LABOR RELATIONS COMMISSION (3[rd] DIVISION) COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR EXCESS OF JURISDICTION IN FINDING THAT PETITIONERS ARE NOT ENTITLED TO REINSTATEMENT TO THEIR FORMER POSITIONS WITHOUT LOSS OF SENIORITY RIGHTS AND PAYMENT OF FULL BACKWAGES AND OTHER ACCRUED BENEFITS.

IV.

WHETHER OR NOT THE HONORABLE NATIONAL LABOR RELATIONS COMMISSION (3[rd] DIVISION) COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR EXCESS OF JURISDICTION IN FINDING THAT PETITIONERS ARE NOT ENTITLED TO MORAL AND EXEMPLARY DAMAGES AND ATTORNEY'S FEES.[41]

The Petition is unmeritorious.

It is a basic rule in evidence that he who alleges must prove his case or claim by the degree of evidence required.[42] The allegation made by the company that petitioners were demanding money or things of value from the contractors was substantiated by the Affidavits of Rosales and Santos. Baniqued asked money from Rosales in the guise of a loan which remained unpaid. Rosales also gave lunch and dinner money to Iletto. Santos meanwhile usually received the money from the contractors which he, in turn, gave to Iletto. He was also present when the contractor gave a PSP because Iletto was instrumental in making him win in the bidding. The narration regarding the PSP was proven to be true during the investigation conducted by Maria Olita B. Tamayo,[43] the COBC Manager of the Corporate Audit Department of Coca-Cola Far East Limited, regarding complaints of COBC violations by petitioners.

Although Frances Ramos,[44] the General Manager of Holiday Homes and Hills Multi-Purpose Cooperative,[45] stated in her Affidavit[46] that Iletto never asked any favor from HHH-MPC in terms of money or anything of value with HHH-MPC, the following occurrence as narrated by Tamayo in her Affidavit[47] belies Ramos' statement, thus:

"X x x

10.1. The investigating team requested to meet with representatives from Holiday Homes and Hills Multi-Purpose Cooperative xxx. Thus, on 28 May 2010, Frances Imperial Ramos xxx, General Manager, and Maria Pagasa Eusebio-Relos ("Ms. Relos"), Quality System Manager, appeared on behalf of HHHMPC. At the start of the meeting, Ms. Ramos and Ms. Relos were asked if they had any idea why they were called. Both said they had no clue.

10.2. Thereafter, Ms. Ramos and Ms. Relos were asked if they knew about the demands made by some CCBPI employees for Play Station Portables ("PSP"). Ms. Ramos admitted that there was a request for a PSP that was coursed through their representative, Ms. Marietta Clavesillas ("Ms. Clavesillas"), by Mr. Geovie Santos on behalf of Mr. Iletto. The PSP was intended as a gift on the occasion of the school graduation of Mr. Iletto's child. Ms. Relos also admitted to the investigating team that HHHMPC allotted money for the purchase of one PSP and she apologized on behalf of HHHMPC for heeding to such request. Likewise, Ms. Relos also admitted that another request for a PSP were made, this time for Mr. Agustin.

10.3. On 31[st] June 2010, Ms. Clavesillas met with the investigating team and confirmed the statement previously given by Ms. Ramos that she was approached by Mr. Geovie Santos with a request for a PSP for Mr. Iletto's graduating child and that a subsequent request for a PSP for Mr. Agustin was also directed to HHHMPC.

X x x"[48]

Based on the foregoing We find that the other affidavits presented by Iletto deserve scant consideration. If one of the contractors could aver under oath that Iletto did not receive any money or thing of value from them despite having already admitted that indeed an item of value had changed hands, who is to say that the other statements are not tainted as well?

Apart from their denials and the affidavits from a few contractors, petitioners failed to present any substantial evidence to refute the allegations made against them and to show that they were illegally dismissed. Petitioners' mere denial of the allegations levelled against them did not overthrow the evidence showing that they demanded money and things of value from the contractors of CCBPI.

Substantive due process requires that dismissal by the employer be made under a just or authorized cause under Articles 282 to 284 of the Labor Code.[49] The Labor Code provides that the burden of proving that the termination of an employee was for a just or authorized cause lies with the employer. If the employer fails to meet this burden, the conclusion would be that the dismissal was unjustified and, therefore, illegal.[50] The just causes are enumerated in Article 282 of the Labor Code, which provides:

"X x x

ART. 282. Termination by employer. – An employer may terminate an employment for any of the following causes:

- (a) Serious misconduct or willful disobedience by the employee of the lawful orders of his employer or representative in connection with his work;
- (b) Gross and habitual neglect by the employee of his duties;
- (c) Fraud or willful breach by the employee of the trust reposed in him by his employer or duly authorized representative;
- (d) Commission of a crime or offense by the employee against the person of his employer or any immediate member of his family or his duly authorized representatives; and

(e) Other causes analogous to the foregoing. [Emphasis Ours.]

X x x."

The requirement for a just cause was satisfied in this case. It has been amply proven that the petitioners were demanding money and things of value from the contractors of the company which is in violation of its COBC, thus:

"X x x

Gifts, Meals and Entertainment

Do not accept gifts, meals or entertainment, or any other favor, from customers or suppliers if doing so might compromise, or appear to compromise, your ability to make objective business decisions in the best interest of The Coca-Cola Company.

Acceptance of gifts, meals or entertainment that exceeds the following limitations must be approved in writing by your Local Ethics Officer.

Gifts

[35]

Do not accept gifts in exchange for doing, or promising to do, anything for a customer or supplier.

[17]

[35]

Do not ask for gifts from a customer or supplier.

[17]

[35]

Do not accept gifts of cash or cash equivalents, such as gift cards.

[17]

[35]

Do not accept gifts of more than modest value. Examples of acceptable gifts include a logo pen or t-shirt, or a small gift basket at holiday time.

[17]

[35]

Gifts of symbolic value, such as trophies and statues that are inscribed in recognition of a business relationship, may be accepted.

[17]

[35]

Gifts or discounts offered to a large group of employees as part of an agreement between the Company and a customer or supplier may be accepted and used as intended by the customer or supplier.

[17]

Meals and Entertainment

[35]

Do not accept meals or entertainment in exchange for doing, or promising to do, anything for a customer or supplier.

[17]

[35]

Do not ask for meals or entertainment from a customer or supplier.

[17]

[35]

You may accept occasional meals and entertainment from customers and suppliers if the event is attended by the customer or supplier, and the costs involved are in line with local custom for business-related meals and entertainment. For example, ordinary business meals and attendance at local sporting events generally are acceptable.

[17]

X x x"[51]

Petitioners' acceptance of money and things of value from the contractors put themselves in a position where conflict of interest is likely to develop, compromising their ability to act favorably towards the company.

Petitioners' acts showed that they committed serious misconduct against the company which is one of the just and valid grounds for an employer to terminate an employee under Article 282 (a) of the Labor Code. Their dismissal being for a just cause, petitioners are not entitled to reinstatement, backwages, moral and exemplary damages, as well as attorney's fees.

In the case of *Johansen World Group Corporation vs. Gonzales III*, [52] it has been held:

"X x x

Misconduct has been defined as improper or wrong conduct. It is the transgression of some established and definite rule of action, a forbidden act, a dereliction of duty, willful in character, and implies wrongful intent and not mere error of judgment. The misconduct to be serious must be of such grave and aggravated character and not merely trivial and unimportant. Such misconduct, however serious, must nevertheless be in connection with the employee's work to constitute just cause for his separation.

In order for serious misconduct to justify dismissal from employment under the law: (a) it must be serious; (b) it must relate to the performance of the employee's duties; and (c) it must show that the employee has become unfit to continue working for the employer. For misconduct to be serious within the meaning and intent of the law, the misconduct must be of such grave and aggravated character and not merely trivial and unimportant.

X x x"

Taking advantage of their positions petitioners demanded money and things of value from the contractors of CCBPI. These forbidden acts were done willfully and were not mere errors of judgment. By doing so petitioners have abused their positions and have committed a serious misconduct against the company.

We quote with approval the following finding of the NLRC:

"X x x

It is undisputed that complainants Baniqued and Iletto, prior to their dismissal, held the position of Outgoing Checker and Plant Ware House Supervisor/OIC Plants Logistics Manager. Their commission of grave or serious misconduct resulting to loss of trust and confidence in them is a charge which, if supported by substantial evidence, as in this case, is a valid cause for their dismissal. The nature of the positions they held are governed and bound by more exacting work ethics. Accordingly, proof beyond reasonable doubt in their involvement in the misconduct is not required. It is sufficient that there is some basis or reasonable ground to believe that they are responsible for the purported misconduct, and the nature of their participation therein render them unworthy of the trust and confidence demanded of their positions.

X x x"[53]

Baniqued claims that he was not accorded due process since he was not given the opportunity to confront his accusers. The company likewise failed to observe the two-notice rule in the dismissal of petitioners.

Procedural due process in dismissal cases, on the other hand, consists of the twin requirements of notice and hearing. The employer must furnish the employee with two written notices before the termination of employment can be effected: (1) the first notice apprises the employee of the particular acts or omissions for which his dismissal is sought; and (2) the second notice informs the employee of the employer's decision to dismiss him. Before the issuance of the second notice, the requirement of a hearing must be complied with by giving the worker an opportunity to be heard. It is not necessary that an actual hearing be conducted.[54]

A perusal of the records would show that the company provided petitioners with the procedural due process required by law consisting of the two (2) notices and hearing requirements. Petitioners were asked to explain and were informed of the complaints against them which they did. A committee was formed to conduct the investigation on the reports of COBC violations by petitioners. During the scheduled investigation of Baniqued on 11 June 2010, he failed to appear.[55] Rosales of RM Sanitary, however, was present and subjected himself to the investigation. Baniqued should not now be heard to complain that the company did not afford him the opportunity to confront Rosales. Iletto, for his part, attended the investigation scheduled by the company.[56]

Undoubtedly, petitioners were given the opportunity to be heard and defend themselves before they were dismissed from employment.

"X x x

The essence of due process is simply an opportunity to be heard or, as applied to administrative proceedings, an opportunity to explain one's side or an opportunity to seek a reconsideration of the action or ruling complained of. What the law prohibits is absolute absence of the opportunity to be heard, hence, a party cannot feign denial of due process where he had been afforded the opportunity to present his side. A formal or trial type hearing is not at all times and in all instances essential to due process, the requirements of which are satisfied where the parties are afforded fair and reasonable opportunity to explain their side of the controversy.

X x x"[57]

All told, a perusal of the challenged Decision and Resolution of the NLRC fail to illustrate that they were rendered in grave abuse of discretion amounting to lack or excess of jurisdiction. To justify the issuance of the writ of certiorari, the abuse of discretion must be grave, as when the power is exercised in an arbitrary or despotic manner by reason of passion or personal hostility, and it must be so patent and gross as to amount to an evasion of a positive duty or to a virtual refusal to perform the duty enjoined, or to act at all, in contemplation of law, as to be equivalent to having acted without jurisdiction.[58]

WHEREFORE, in view of the foregoing, the Petition is hereby DISMISSED. The Decision dated 28 September 2012 and Resolution dated 29 November 2012 of the NLRC stand.

SO ORDERED.

[1] Antonio-Valenzuela, and Sempio Diy, JJ., concur.

[1] Vice J. Romeo F. Barza per Office Order No. 448-14-ABR dated 29 October 2014.

[2] "Petition," for brevity; Rollo, pages 03 to 35.

[3] Penned by Presiding Commissioner Alex A. Lopez and concurred in by Commissioners Gregorio O. Bilog, III and Pablo C. Espiritu, Jr. of the Third Division; Annex "D" of the Petition; Id. at 79 to 98.

[4] Annex "A" of the Petition; Id. at 37 to 38.

[5] "NLRC," for brevity.

[6] "Baniqued," for brevity.

[7] "Company," or "CCBPI," for brevity.

[8] "Union," for brevity.

[9] Rollo, pages 373 to 374.

[10] "COBC," for brevity; Id. at 388 to 393.

[11] Inter-Office Memorandum dated 24 June 2010; Id. at 299.

[12] Inter-Office Memorandum dated 26 July 2010; Id. at 300.

[13] Id. at 375.

[14] Inter-Office Memoranda dated 04 and 09 June 2010; Id. at 377 and 378.

[15] Id. at 296.

[16] "Ileto," for brevity.

[17] "Santos," for brevity.

[18] "Agustin," for brevity.

[19] "Rosales," for brevity.

[20] Rollo, page 261.

[21] Id. at 383 to 384.

[22] Inter-Office Memoranda dated 24 June 2010 and 26 July 2010; Id. at 414 to 415.

[23] Id. at 385 to 387.

[24] Id. at 310 to 312.

[25] Id. at 313.

- [26] Id. at 314 to 316 and 318.
- [27] Position Paper of petitioners; Id. at 262 to 263.
- [28] Id. at 381 to 382.
- [29] Id. at 416 to 417.
- [30] Collectively referred to as "petitioners," for brevity.
- [31] Rollo, pages 396 to 398.
- [32] Id. at 399 to 401.
- [33] Play Station Portable.
- [34] Rollo, page 402.
- [35] Id. at 228 to 250.
- [36] Id. at 250.
- [37] Id. at 79 to 98.
- [38] Id. at 97.
- [39] Id. at 39 to 52.
- [40] Id. at 37 to 38.
- [41] Rollo, pages 13 to 14.
- [42] Manlar Rice Mill, Inc. vs. Deyto, G.R. No. 191189, 29 January 2014.
- [43] "Tamayo," for brevity.
- [44] "Ramos," for brevity.
- [45] "HHH-MPC," for brevity.
- [46] Rollo, page 316.
- [47] Id. at 473 to 475.
- [48] Id. at 474 to 475.
- [49] First Philippine Industrial Corporation vs. Calimbas, G.R. No. 179256, 10 July 2013.
- [50] Alps Transportation vs. Rodriguez, G.R. No. 186732, 13 June 2013.
- [51] Rollo, page 391.
- [52] G.R. No. 198733, 10 October 2012.
- [53] Id. at 96.
- [54] First Philippine Industrial Corporation vs. Calimbas, G.R. No. 179256, 10 July 2013.
- [55] Rollo, page 476.
- [56] Id. at 12.

[57] Placido vs. National Labor Relations Commission, G.R. No. 180888, 18 September 2009.

[58] C.F. Sharp Crew Management, Inc. vs. Taok, G.R. No. 193679, 18 July 2012.

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