

MARIA MAGDALENA BUENAVENTURA, PETITIONER, VS. NATIONAL LABOR RELATIONS COMMISSION, OMNIBUS INVESTMENT CONSULTANCY AND RAFAEL HAULO, JR., RESPONDENTS.

Ponente: GARCIA, R. R. J.

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GARCIA, R. R. J.:

Before Us is a Petition for Certiorari[1] under Rule 65 of the Revised Rules of Court assailing the Resolution[2] dated October 16, 2013 of public respondent National Labor Relations Commission (NLRC), First Division, which reconsidered its earlier Decision[3] dated March 26, 2013 and the Labor Arbiter's Decision[4] dated August 29, 2012 and, in its stead, held that petitioner Maria Magdalena Buenaventura was validly dismissed from work, the dispositive portion of which reads:

WHEREFORE, the motion for reconsideration filed by the respondents is hereby GRANTED. Accordingly, the Decision of Labor Arbiter Joel S. Lustria dated August 29, 2012 is REVERSED and SET ASIDE and a new decision entered dismissing the complaint for lack of merit.

SO ORDERED.[5]

THE FACTS

This case stemmed from a complaint[6] for illegal dismissal and money claims filed by petitioner Maria Magdalena Buenaventura against private respondents Omnibus Investment Consultancy (OIC, for brevity) and its president Rafael Haulo, Jr. which was docketed as NLRC Case No. 03-042420-12. In her Position Paper[7], petitioner Buenaventura alleged that private respondent OIC is a single proprietorship engaged in the business of financial investment which include money transfer and money changing. On October 12, 1996, petitioner Buenaventura was hired by the company as a cashier clerk with a daily salary of P260.00. As part of her daily tasks and responsibilities, petitioner retrieves and returns money to and from the office vault and files a daily report on the cash balance. In cases where large sums of money are involved, she would directly remit the cash to private respondent Haulo. If he is not present, petitioner Buenaventura would remit the money to Lyn Alvaro, also a cashier clerk, who lives in the same house as private respondent Haulo. The latter would constantly check the daily cash report and count the money delivered by petitioner Buenaventura to ensure that it matched with the entries made in the report.

On March 2, 2012, a Friday, petitioner Buenaventura gave all the money she received for the day to Alvaro for the purpose of delivering the same to private respondent Haulo. She filled in the daily cash report and ensured that it balanced with the cash-in and cash-out at the end of the day. Petitioner Buenaventura then left the office and went home. On March 4, 2012, private respondent Haulo called petitioner on her cellphone and accused her that some bills were missing from the money she gave last Friday. She countered that all her endorsements were complete when she remitted the money to Alvaro. However, private respondent Haulo insisted that P210,000.00 was missing. When private respondent Haulo handed the phone to his wife Amable Haulo, the latter told petitioner Buenaventura, “Wag na, wag na, dito na, dito na.” Private respondent Haulo then said that the lacking amount was P187,000.00 and demanded that petitioner return the money. Petitioner Buenaventura vehemently

denied the accusation.[8]

The following day, private respondent Haulo confronted petitioner Buenaventura about the alleged missing money. She was immediately summoned to the conference room and Haulo demanded that she return the money. Petitioner Buenaventura denied the accusation and said, “Kahit pigain ninyo ako o patayin ay wala akong mailalabas na pera, dahil wala naman akong kinukuha na kahit magkano.” Private respondent Haulo angrily demanded that petitioner immediately sign a resignation letter but the latter refused. When petitioner Buenaventura tried to get out from the conference room, private respondent Haulo stopped her and threatened that she could not leave the room without signing a resignation letter. Private respondent also said that he would file a criminal case against petitioner. The latter asked private respondent Haulo if he already inquired from Alvaro who received the funds on March 2, 2012 but he merely said that Alvaro had already gone to the province to give birth. Private respondent also admitted that he had a business transaction with a certain “Edzen” on March 4, 2012.[9]

Private respondent Haulo then forced petitioner Buenaventura to sign a resignation letter. Pleading her innocence, petitioner wrote in her letter, “Raffy salamat sa inyong pagtitiwala sa akin. Hindi ako magnanakaw.” Private respondent Haulo got furious and demanded that she revise it and write another letter. Petitioner wrote, “Raffy salamat sa inyong pagtitiwala sa akin. Salamat at aalis na ako.” It was only then that petitioner Buenaventura was allowed to leave the conference room. Petitioner tried to go back to her post but she was prevented by private respondent Haulo from reporting back to work.[10]

Petitioner Buenaventura also presented as documentary evidence the two (2) separate resignation letters[11] she wrote on March 5, 2012.

In their traverse, private respondents averred that petitioner Buenaventura voluntarily resigned from the company on March 5, 2012 due to the cash shortage she incurred in the amount of P187,000.00. Petitioner Buenaventura was not forced to resign as she in fact executed a handwritten resignation letter. It cannot be said that she does not know what she has written in her resignation letter. Since petitioner Buenaventura voluntarily resigned and was not illegally dismissed from the company, she is not entitled to separation pay.

On April 11, 2012, a criminal complaint[12] for qualified theft was also filed by private respondents against petitioner Buenaventura before the Office of the City Prosecutor of Pasay City. In his Affidavit[13], private respondent Haulo stated that he discovered the shortage in the remittances made by petitioner on March 4, 2012. On said date, he had a business transaction with Edzen Enterprises when he purchased USD12,000.00. He used as payment the bundle of money given by petitioner Buenaventura. The cashier of Edzen Enterprises then called private respondent Haulo and told him that there was a shortage of payment for the US dollars purchased from them in the total amount of P87,000.00. When private respondent's wife checked the remaining bundle in their possession, it was also discovered that the same was short of P100,000.00. Private respondent Haulo confronted petitioner Buenaventura over the phone but the latter denied any knowledge of the said shortage. On March 5, 2012, Haulo and his wife asked petitioner about the missing money. The security guard on duty was then in the adjacent room listening to the conversation. Petitioner Buenaventura merely denied the accusations so private respondent Haulo gave her the option to just settle the matter and pay the missing amount of P187,000.00. Consequently, petitioner Buenaventura submitted her resignation letter.

In a Duty Report[14] dated March 5, 2012, security guard Roderick Leal stated that he was asked by his boss private respondent Haulo to stay in the room adjacent to the conference room and listen to his conversation with petitioner Buenaventura. When asked about the shortage, Buenaventura vehemently denied any involvement on the matter. She was then offered by private respondent Haulo three (3) options: to settle and pay the shortage in installment, to report her to the police authorities, or to resign from the company. Private respondent Haulo asked

petitioner to just resign so she would no longer pay the shortage in her remittances. Petitioner then executed two (2) resignation letters.

In her Reply[15], petitioner Buenaventura reiterated that she did not steal any money from the company and that she did not resign voluntarily therefrom. She did not have any intention to resign from the very beginning. She was merely forced by private respondent Haulo to write the resignation letter after the latter continuously humiliated her with malicious insinuations and the commission of a crime that she never committed. No investigation or hearing was even conducted by private respondents to shed light on the alleged missing money on the remittances made by petitioner on March 2, 2012. Private respondent Haulo never questioned the persons who took possession of the money after petitioner remitted the same, namely: her co-cashier Lyn Alvaro; the driver Eduardo Mascarina; and private respondent's wife Amable Haulo.

In their Reply[16], private respondents alleged that there had been prior incidents where petitioner Buenaventura committed shortages in her remittances. Despite the said incidents, private respondents still kept petitioner under their employ because she was already considered part of the family. Three (3) employees of private respondent company, namely: Julio Bucalan; Josephine Arradaza; and Princes Del Pilar, executed their respective affidavits[17] stating that they had prior misunderstandings with petitioner Buenaventura. Sometimes, private respondent Haulo would reprimand petitioner when she commits mistakes in her job.

In a Decision[18] dated August 29, 2012, Labor Arbiter held that petitioner Buenaventura was illegally dismissed. As the employer, it was incumbent upon private respondents to prove that petitioner's resignation was voluntary. The prevailing circumstances at the time the resignation letters were made by petitioner Buenaventura cast doubt on her voluntariness to sever her employment ties with private respondents. Petitioner made the said letters during the time she was having a heated discussion over the alleged missing money. It was because of such a hostile and discriminatory environment that made petitioner involuntarily resign from office. Neither was there any showing of any valid or just cause for her dismissal. Private respondents failed to prove through convincing evidence that petitioner Buenaventura was the one who took the missing money. It was private respondent Haulo who last laid hands on the missing money having made a business transaction with one Edzen. He immediately accused petitioner that the shortage was due to her fault. Petitioner was never given a chance to be heard and defend herself. Since her dismissal was based on mere suspicions and speculations, the same is considered illegal. As such, petitioner Buenaventura is entitled to backwages in the amount of P70,623.70. Also, in view of the hostile relationship between the parties which renders reinstatement impossible, petitioner must be paid separation pay in the amount of P177,216.00. The prayer for payment of attorney's fees equivalent to ten percent (10%) of the total judgment award was also granted. The pertinent portions of the Decision read:

Anent the first issue, this Office rules that complainant had been constructively dismissed which is tantamount to an illegal dismissal.

In disposing of the issue of whether or not complainant was illegally dismissed, it is necessary to rule on the voluntariness and truthfulness of the purported resignation letter made by complainant.

x x x

A careful perusal of the purported resignation letter shows that it was indeed in the handwriting of complainant. She even admitted in her position paper that she was the one who accomplished the letter. However, the prevailing circumstances existing at the time the resignation letter was made must be examined.

First of all, the letter is not an unequivocal resignation letter. "Aalis na ako" could mean that complainant was leaving the place for the day only. A resignation must be explicit and unequivocal with an indication that it pertains to the termination of the employer-employee relationship. Complainant made the said letter during the time she and respondent Haulo were having a heated discussion over the missing money. It is impossible, as

human experience would tell us, to act calmly given the hostile environment that complainant was subjected in. Therefore, it is doubtful whether complainant voluntarily made the said letter.

But even if we assume that it was indeed a resignation letter, it was not a valid one. It can be said that because of the attendant hostile and discriminatory environment, complainant reluctantly decided to permanently sever his ties with respondent company. This falls squarely within the concept of constructive dismissal. Due to the harsh, hostile and unfavorable conditions set by the employer, complainant involuntarily resigned from office.

Also, the fact that complainant filed a resignation letter does not mean that the employee's dismissal was for a just and valid cause. xxx [s]hould the employer interpose the defense of resignation, it is still incumbent upon the employer to prove that the employee voluntarily resigned. Respondent merely relied on the resignation letter made by complainant. But complainant's allegation that it was involuntary rings of truth. It was incumbent upon the respondents to prove clearly and convincingly the genuineness and due execution of the resignation letter. This respondents failed to do.

It is also worth mentioning that there was no valid or just cause for the termination of complainant. Respondents failed to show through convincing evidence that an investigation was conducted to determine if complainant was the one who took the missing money. In short, complainant was never given the chance to be heard and to defend herself. The dismissal was based on mere suspicions and speculations which were never proven to be true. Respondent Haulo immediately proceeded to claim that some amounts were missing, and that complainant took them. The actions of respondents are a clear violation of due process which is protected by our Constitution. This especially considering that complainant pointed out that it was respondent Haulo who last laid hands on the cash as he admitted having made payments to a certain Edzen. The respondent's evidence of withdrawal and missing funds are also unconvincing. The withdrawals were supposed to have been made on February 29, 2012, yet the money wrappers that respondents presented in evidence were stamped "February 7, 2012", "February 6, 2012", "February 8, 2012" and "February 15, 2012". xxx [i]t was never established that complainant committed the alleged stealing as claimed by herein respondents.

x x x

All the more, the record is totally bereft of any evidence showing that complainant was accorded ample opportunity to defend himself to such alleged wrongdoings committed, thus, complainant was deprived of his constitutional and statutory right to due process. xxx

x x x

WHEREFORE, premises considered, judgment is hereby rendered, declaring respondents guilty of illegal dismissal. Accordingly, respondents are hereby ordered jointly and severally liable:

- 1) To pay complainant the amount of P70,623.70 representing her backwages, computed only up to the promulgation of this decision;
- 2) To pay complainant the amount of P177,216.00, representing her separation pay;
- 3) To pay complainant an equivalent to ten (10%) percent of the total judgment award, as and for attorney's fees. Other claims are dismissed for lack of merit.

SO ORDERED.[19]

Aggrieved, private respondents appealed to the NLRC.[20] In a Decision[21] dated March 26, 2013, the NLRC affirmed the Labor Arbiter's finding that indeed petitioner Buenaventura was illegally dismissed from work. The surrounding circumstances of petitioner Buenaventura's resignation negate the existence of voluntariness. It was

clearly established that petitioner was forced to resign from her job. The filing of the criminal case cannot likewise outweigh the credible and straightforward narration of petitioner Buenaventura on the involuntariness of her resignation. The records show that the said criminal case was filed almost a month after petitioner has filed the instant complaint for illegal dismissal. Further, the affidavits of petitioner's co-workers do not deserve credit since the affiants never had any personal knowledge about the circumstances of the alleged missing money.

A Motion for Reconsideration[22] was filed by private respondents with the attached affidavits[23] of Roderick Leal, the security guard on duty; Amable Haulo, wife of private respondent Rafael Haulo, Jr; and three (3) co-workers, namely: Jhoerelyn Alvaro, Julieto Bucalan, Jr. and Fernando del Pilar. Petitioner's co-employees merely narrated therein their alleged misunderstandings with petitioner in the past.

In the assailed Resolution[24] dated October 16, 2013, the NLRC reconsidered its Decision dated March 26, 2013 and set aside the Labor Arbiter's Decision dated August 29, 2012. The NLRC gave weight on the affidavit of the guard on duty stating that petitioner Buenaventura indeed executed a resignation letter in her own handwriting. Contrary to petitioner's claim, only one (1) resignation letter in duplicate was executed by her. She used explicit words of gratitude which negate involuntary dismissal or coercion. The pertinent portions of the Resolution read:

[A]fter a thorough review, we find that complainant has not sufficiently proven the illegality of dismissal, nor is the Commission convinced that complainant was forced to resign.

We find merit in respondents' arguments that the duplicate copies of the complainant's resignation letters were written by the complainant in her own handwriting. The explicit use of words of gratitude negate involuntary dismissal or coercion xxx. Moreover, respondents emphasize that the second letter submitted should not have been considered by the Commission as it was executed as a mere afterthought to further complainant's cause.

[W]e note that attached as Annex "1" of respondent's motion for reconsideration is the affidavit of the guard on duty, privy to the events that took place between the parties. Counter to complainant's allegations, he confirms that what was executed was one resignation letter in duplicate copies, rather than two separate letters.

We further note the Duty Report dated March 5, 2012 executed by the guard on duty the day that the complainant tendered her resignation xxx.

Aside from the complainant's bare allegation that she was forced to write two separate resignation letters, she has not proven by substantial evidence that such actually occurred. The respondents, on the other hand, presented credible evidence proving otherwise. Furthermore, the security guard confirms that complainant opted to resign after being offered three choices: (1) to pay the missing amount on installment; (2) to have the matter report to the police and to pursue criminal charges; or (3) to resign xxx.[25]

In a Dissenting Opinion[26], Presiding Commissioner Gerardo Nograles stated that petitioner was forced to resign due to the prevailing circumstances at the time she made the resignation letters. The affidavit of Roderick Leal which was belatedly offered by private respondents in their Motion for Reconsideration, was a mere reiteration of the Duty Report which had already been touched in the NLRC's earlier decision.

Petitioner Buenaventura filed a Motion for Reconsideration with Motion for Inhibition[27] but the same was denied in a Resolution[28] dated May 19, 2014.

Hence, the instant petition for certiorari in which petitioner Buenaventura raised the following grounds[29] for its allowance, to wit:

I.

WHETHER OR NOT PUBLIC RESPONDENT NLRC COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK AND/OR EXCESS OF JURISDICTION WHEN IT REVERSED ITS OWN

DECISION DATED MARCH 26, 2013 DESPITE OVERWHELMING PROOF THAT PETITIONER'S RESIGNATION WAS FAR FROM VOLUNTARY.

II.

WHETHER OR NOT PUBLIC RESPONDENT NLRC COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK AND/OR EXCESS OF JURISDICTION WHEN IT REVERSED ITS OWN DECISION DATED MARCH 26, 2013 RELYING ON THE BELATEDLY FILED AFFIDAVITS.

III.

WHETHER OR NOT PUBLIC RESPONDENT NLRC COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK AND/OR EXCESS OF JURISDICTION WHEN IT REVERSED ITS OWN DECISION DATED MARCH 26, 2013 WHICH RULED THAT PETITIONER WAS NOT DISMISSED FOR JUST CAUSE AND WITH DUE PROCESS.

IV.

WHETHER OR NOT PUBLIC RESPONDENT NLRC COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK AND/OR EXCESS OF JURISDICTION WHEN IT REVERSED ITS OWN DECISION DATED MARCH 26, 2013 WHICH RULED THAT PETITIONER IS ENTITLED TO BACKWAGES, SEPARATION PAY AND ATTORNEY'S FEES.

THE ISSUE

The pivotal issue to be resolved is whether or not the NLRC acted with grave abuse of discretion amounting to lack or excess of jurisdiction in reversing its earlier decision, which in effect dismissed the complaint for illegal dismissal and money claims.

THE RULING

The petition is meritorious.

Petitioner Buenaventura contends that the NLRC gravely abused its discretion in reversing its earlier decision as well as that of the Labor Arbiter and holding, in its stead, that she was validly dismissed from work. The facts and evidence indubitably show that petitioner was illegally dismissed. She was forced to resign from her job upon the unfounded belief that she stole money from the company. While petitioner Buenaventura executed the two (2) letters of resignation, the same were made under coercion and duress. She was already being discriminated and constantly humiliated with malicious insinuations by private respondent Haulo which forced petitioner Buenaventura to resign from the company. The fact that petitioner's resignation was tainted with involuntariness was even corroborated by no other than private respondents' own witness, the security guard on duty. Without any proof of the alleged shortage, petitioner Buenaventura was dismissed from work.

We agree.

It is well-settled that in termination cases, the burden is upon the employer to prove that the dismissal is for a just and valid cause and failure to do so would necessarily mean that the dismissal was illegal.[30] For an employee's dismissal to be valid, (a) the dismissal must be for a valid cause, and (b) the employee must be afforded due process. In all termination cases, strict compliance by the employer with the demands of both procedural and substantive due process is a condition sine qua non for the same to be declared valid. [31]

In the case at bench, We find that neither of the two (2) required conditions were shown to have been complied with by private respondents. With respect to petitioner Buenaventura's claim of illegal dismissal, private respondents' defense merely alleged that the former resigned from her job. Should an employer interpose the defense of resignation, it is still incumbent upon respondent company to prove that the employee voluntarily resigned.³² This private respondents failed to do. The NLRC mainly relied on the resignation letter executed by

petitioner Buenaventura which contained words of gratitude. We find that petitioner indeed executed two (2) letters of resignation. The first letter contains the words, “Raffy salamat sa inyong pagtitiwala sa akin. Hindi ako magnanakaw.” The second letter states, “Raffy salamat sa inyong pagtitiwala sa akin. Salamat at aalis na ako.” While the said letters contain words of gratitude, they do not necessarily signify that they were voluntarily executed. In *SME Bank, Inc., et al. vs. De Guzman, et al.*[33], the Supreme Court held that to rule that resignation letters couched in terms of gratitude are, by themselves, conclusive proof that the employees intended to relinquish their posts would open floodgates to possible abuse. In order to withstand the test of validity, resignations must be made voluntarily and with the intention of relinquishing the office, coupled with an act of relinquishment. Accordingly, in order to determine whether the employees truly intended to resign from their respective posts, the Court cannot merely rely on the tenor of the resignation letters, but must take into consideration the totality of circumstances in each particular case.

A closer scrutiny of the records of this case would show that the circumstances then prevailing at the time petitioner Buenaventura executed her resignation letters cast serious doubt on her voluntariness to sever her employment ties with the company. Petitioner Buenaventura and private respondent Haulo were already having a heated discussion about the alleged shortage being imputed upon the former when the said letters were executed. Petitioner vehemently denied the said accusation from the very beginning. When she was summoned to the conference room on March 5, 2012, invectives were hurled upon her by private respondent Haulo. No further investigation appeared to have been made by private respondents before charging her with the alleged shortage in the funds of the company. Neither was she given the chance to present her side and was immediately asked to resign on March 5, 2012. This fact was even corroborated by private respondents' own witness Roderick Leal, the security guard on duty, who stated in his Duty Report[34] that private respondent Haulo suggested to petitioner Buenaventura to just resign from the company so she would no longer pay the alleged shortage. Because of such a hostile and discriminatory environment, petitioner Buenaventura was forced to sever her ties with private respondent OIC.

It may also be well to state that petitioner Buenaventura immediately filed a complaint for illegal dismissal against private respondents. This fact negated petitioner's claim that she voluntarily resigned. In *Shie Jie Corp., et al. vs. NLRC, et al.*[35], citing *Molave Tours Corp. vs. NLRC*[36], the Supreme Court held that by vigorously pursuing the litigation against the employer, the employee clearly manifested that he has no intention of relinquishing his employment, which act is wholly incompatible to the assertion that he voluntarily resigned.

Furthermore, the records are bereft of any showing that petitioner Buenaventura was afforded due process. There was non-compliance with the indispensable requirement of one-month notice before termination. Neither was petitioner allowed the opportunity to present her side. Private respondents did not even investigate the other employees to ascertain petitioner Buenaventura's involvement in the shortage. From petitioner Buenaventura, the money passed on to Lyn Alvaro, then to the driver of private respondent Haulo and Amable Haulo. However, there was no clear showing that Alvaro and the driver were investigated about the matter. While some of petitioner's co-employees executed their respective affidavits, the same contain only their alleged past misunderstandings with petitioner. The said affiants clearly did not have any personal knowledge about the circumstances of the alleged shortage. What was clearly established was that petitioner was discriminated upon, accused and singled out as the one responsible for the missing money. In *Garza vs. Coca-Cola Bottlers' Philippines, Inc.*[37], the High Court ruled that unsubstantiated accusations or baseless conclusions of the employer are insufficient legal justifications to dismiss an employee.

Having involuntarily resigned from the company, petitioner is deemed to have been constructively dismissed from work. Constructive dismissal occurs when there is cessation of work because continued employment is rendered

impossible unreasonable, or unlikely as when there is demotion in rank or diminution in pay or when a clear discrimination, insensibility, or disdain by an employer becomes unbearable to the employee leaving the latter with no other option but to quit.[38] Here, the clear act of discrimination, insensibility and disdain on the part of private respondents left petitioner with no choice but to forego his continued employment. It must be noted that petitioner has been in the employ of private respondents for fifteen (15) years with unblemished record. It was thus unlikely that petitioner Buenaventura would just resign from her job.

Under Article 279 of the Labor Code, an employee unjustly dismissed from work shall be entitled to full backwages, reinstatement without loss of seniority rights and other privileges, 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.[39] There are instances, however, where reinstatement is no longer viable as where the business of the employer has closed, or where the relations between the employer and the employee have been so severely strained that it is not advisable to order reinstatement, or where the employee decides not to be reinstated.[40] Under the doctrine of strained relations, the payment of separation pay is considered an acceptable alternative to reinstatement when the latter option is no longer desirable or viable. Payment liberates the employee from what could be a highly oppressive work environment, and at the same time releases the employer from the obligation of keeping in its employ a worker it no longer trusts.[41] In view of the hostile relationship between the parties which make reinstatement impossible, the award of separation pay in lieu of reinstatement is thus proper. We find that the Labor Arbiter correctly awarded backwages and separation pay to petitioner Buenaventura for having been illegally dismissed from work.

The award of attorney's fees is also justified. It is settled that in actions for recovery of wages or where an employee was forced to litigate and incur expenses to protect his rights and interest, he is entitled to an award of attorney's fees.[42]

WHEREFORE, premises considered, the instant petition for certiorari is hereby GRANTED. The assailed Resolutions dated October 16, 2013 and May 19, 2014 of the National Labor Relations Commission, First Division, are ANNULLED AND SET ASIDE. Accordingly, the Decision dated August 29, 2012 of the Labor Arbiter in NLRC Case No. 03-042420-12 finding herein petitioner Maria Magdalena Buenaventura to have been illegally dismissed is REINSTATED.

SO ORDERED.

Dimagiba, L. R., and [*]Sempio Diy, M. E., JJ., concur.

[*] Acting Junior Member per Office Order No. 15-15-ABR dated January 20, 2015.

[1] Rollo, pp. 3-38.

[2] Rollo, pp. 39-43.

[3] Rollo, pp. 356-363.

[4] Rollo, pp. 272-285.

[5] Rollo, p. 42.

[6] Complaint filed on March 14, 2012, Rollo, p. 72.

[7] Rollo, pp. 56-70.

[8] Vide: Petitioner's Position Paper, Rollo, p. 59.

[9] Id.

[10] Vide: Petitioner's Position Paper, Rollo, p. 60.

[11] Rollo, p. 71.

[12] Rollo, p. 91.

[13] Rollo, pp. 92-93.

[14] Rollo, pp. 101-104.

[15] Rollo, pp. 107-117.

[16] Rollo, pp. 130-140.

[17] Rollo, pp. 158, 160-161.

[18] Supra at note 4.

[19] Rollo, pp. 279-285.

[20] Vide: Notice of Appeal with Appeal Memorandum dated October 12, 2012, Rollo, pp. 286-303.

[21] Supra at note 3.

[22] Rollo, pp. 364-369.

[23] Rollo, pp. 370-380.

[24] Supra at note 2.

[25] Rollo, pp. 40-41.

[26] Rollo, pp. 44-45.

[27] Rollo, pp. 387-400.

[28] Rollo, pp. 47-53.

[29] Rollo, p. 18.

[30] Garza va. Coca-Cola Bottlers' Philippines, Inc., G.R. No. 180972, January 20, 2014; Aliviado vs. Procter and Gamble Phils., Inc., G.R. No. 160506, March 9, 2010; Vicente vs. Court of Appeals, G.R. No. 175988, August 24, 2007; PCL Philippines Shipping, Inc., et al. vs. NLRC, et al., G.R. No. 148418, July 28, 2005. [31] Sevilla vs. I.T. (International) Corp., G.R. No. 99047, April 16, 2001. [32] Peñaflor vs. Outdoor Clothing Manufacturing Corp., et al., G.R. No. 177114, April 13, 2010; Mobile Protective and Detective Agency vs. Ompad, G.R. No. 159195, May 9, 2005. [33] G.R. No. 184517, October 8, 2013.

[34] Rollo, pp. 101-104.

[35] G.R. No. 153148, July 15, 2005.

[36] G.R. No. 112909, November 24, 1995.

[37] G.R. No. 180972, January 20, 2014.

[38] Ico vs. Systems Technology Institute, Inc., et al., G.R. No. 185100, July 9, 2014; Chiang Kai Shek College, et al. vs. Torres, G.R. No. 189456, April 2, 2014; Diamond Taxi, et al. vs. Llamas, Jr., G.R. No. 190724, March 12, 2014; Cosare vs. Broadcom Asia, Inc., et al., G.R. No. 201298, February 5, 2014. [39] Siemens Philippines, Inc. vs. Domingo, G.R. No. 150488, July 28, 2008; Casol vs. Purefoods, Corp., G.R. No. 166550, November 18, 2005.

[40] Nagusara vs. NLRC, G.R. No. 117936-37, May 20, 1998.

[41] SHS Perforated Materials, Inc. vs. Diaz, G.R. No. 185814, October 13, 2010.

[42] Premiere Development Bank vs. Mantal, G.R. No. 167716, March 23, 2006.

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