

ROSEBEN A. BERNARDO, PETITIONER, VS. NATIONAL LABOR RELATIONS COMMISSION, UNISPORT ITALIA MARKETING / MS. ELEONOR YU Y OCAMPO, RESPONDENTS.

Ponente: BATO, JR., J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/7c257141a488/>

BATO, JR., J.:

Assailed in this petition for certiorari under Rule 65 of the Revised Rules on Civil Procedure are the Decision[1] dated 10 August 2011 and Resolution[2] dated 28 October 2011 of the National Labor Relations Commission in NLRC -LAC No. 05-001149-11 (NLRC Case No. NCR-07-09354-10).

The facts of the case, as culled from the records, are as follows:

Unisport Italia Marketing (“Unisport”) is a domestic corporation engaged in the business of selling ready to wear apparels, shoes, sandals and other garments of the sports brands Adidas, Puma and Reva. Eleanor Yu y Ocampo (“Yu”) is its Corporate Secretary.[3]

Sometime in June 2007, Roseben S. Bernardo (“Bernardo”) was hired by Unisport as one of its warehouse men tasked with the packing of shoes distributed by Unisport.[4] In 2009, he was designated as Unisport's company driver and was given a daily wage of Php382.00.[5]

From 1 to 12 June 2010, Unisport participated in the 60th Anniversary of GMA Channel 7 (hereafter referred to as the “event”) wherein it was engaged to sell its sports products.[6] In this event, Bernardo and his helper Rhoniel Linaga (“Linaga”) and another driver Joel Martillano (“Martillano”) were assigned to make the delivery and inventory of the stocks and to pull out the products after the event. Also, Ruel Abogado (“Abogado”), King Anthony T. Abracia (“Abracia”) and Neptali Embross (“Embross”) were assigned as product representatives of Adidas and Reva.[7]

On 12 June 2010, Bernardo, Martillano and Linaga pulled out the products after the event and delivered it to the warehouse of Unisport.[8]

Thereafter, based on an inventory report,[9] Unisport discovered that there were missing products amounting to Php43,098.25. The inventory report explicitly provides –

BRAND

DELIVERY

SALES

RETURNED

VARIANCE

QTY

AMOUNT

QTY

AMOUNT

QTY

AMOUNT

QTY

AMOUNT

PUMA

273

737,568.00

78

175,645.00

183

513,987.00

(12)

28,937.00

ADIDAS

258

626,507.00

93

229,490.00

161

389,576.50

(4)

9,926.00

REVA

684

171,349.00

150

39,597.00

515

129,021.25

(19)

4,235.25

GRAND TOTAL

1,215

1,535,424.00

321

444,732.00

859

1,032,584.75

(35)

43,098.25

Accordingly, the Head of Human Resource Department Efren C. Granada (“Granada”) conducted an investigation on the missing products and called for a meeting with the employees who were assigned at the event.[10] As such, Abogado, Abracia, Matillano, Linaga and Bernardo executed their hand written explanation on the missing products.[11]

Abogado explained that before he put the products inside a box, he had a copy of the inventory and even kept the delivery receipt thereof.[12] Abracia stated that they counted the Reva products that were pulled out during the event. However, the driver was in a hurry in pulling out the products and failed to total the Reva products. The driver also immediately loaded the products despite the fact that they were not yet packed.[13] Driver Matillano, on the other hand, explained that when he was about to pull out the products of Unisport at the GMA Building, Bernardo told him to load the Puma and Adidas products that he was not able to load in his truck. He also asked Bernardo if the products were already duly counted for inventory and the latter responded positively and said that the inventory was with Linaga. Thereafter, upon arriving at Unisport's warehouse Bernardo asked him to count the products pulled out because there were discrepancies from the actual count and the inventory.[14] Linaga explained that when they pulled out the products of Unisport, the product representatives failed to give them copies of the inventory and have it signed by the drivers.[15] For his part, Bernardo explicitly stated that –

AKO SI BEN BERNARDO NUNG ARAW SABADO JUNE 12, 2010 ALAS 2:53 NG HAPON NG DUMATING KAMI SA GMA AT PUMASOK KAMI SA LOOB SINABI KO KUNG PWEDE NA MAGLABAS SABI NILA PWEDE NA NAGUMPISA NA AKO MAG BILANG UMABOT PO SA 105 ANG AKING BILANG NANG MAIKARGA NA PO SA TRUCK ANG ADIDAS TSKA LANG SIYA NAGDIKLARA NG 109. ANG KAMALIAN KO HINDI AKO HUMINGI NG INVENTORY NIYA AT DI IPINAKITA SA AKIN. MALI PO AKO DAHIL PUMAYAG AKONG MAKARGA NA DI MAAYOS ANG KANYANG INVENTORY. HINDI PO TOTOO NA KAMI ANG NAGMAMADALI AT NAGKARON PA KAMI NG PAGTATALO SA BILANG NG ADIDAS. SABI NIYA BIBILANGIN NAMAN SA WAREHOUSE HINDI KO NAKITA YUNG INVENTORY NUNG UMALIS NA SILA.[16]

On 18 June 2010, Unisport Security Guard BB Bajardo (“Bajardo”) submitted a report stating that Bernardo told him that before loading the products he counted that there was a total of 105 pairs of Adidas. In addition, Bajardo stated that when the truck from the event arrived at the warehouse it was loaded with the following items:

x x x

Pagdating po ng van na may PLT # WDC 914 galing ng BBC GMA 7 Event bandang 1800H ng gabi June 12, 2010 ito po ang lulan ng nasabing van:

Puma Footwear :

57 prs

Adidas Footwear :

105 prs

Adidas Apparel :

56 prs

Reva :

513 prs

1 unit Skeleton Module

1 unit Adidas Module[17]

On 7 July 2010, Abogado, Abrecia, Embroses, Bernardo and Linaga were directed to pay for the value of the products lost during the event.[18]

On 8 July 2010, Granada issued a “Reassignment” Letter to Bernardo, viz.:

Be informed that pending the results of the investigation regarding the variances of (sic) pulled out from BBC event you will be reassigned back to your former work as picker/checker.

Rest assured once your name was (sic) cleared from the case we will reassign (sic) as company driver.

For your information.

(SGD)

Accepted by:

Efren C. Granada

Human Resource Mgr.[19] Roseben Bernardo

On the same date, Bernardo filed a complaint for illegal dismissal against Unisport with claims for non-payment of salary, overtime pay, service incentive leave pay, separation pay, moral and exemplary damages and attorney's fees.[20]

On 15 July 2010, Granada submitted to Yu his findings on the incident during the event. He stated –

Below, please find the final accounting figures on above mentioned event and the conclusions on the case.

Brand

Delivery

Sold

Returned

Variances

Amount

IND SHARES

PUMA

273 prs

78 prs

183 prs

12 prs

28,937.00

9,645.60

ADIDAS

258 prs

93 prs

161 prs

4 prs

9, 926.00

3,308.66

REVA

684 prs

150 prs

515 prs

19 prs

4,235.00

1,411.66

Total

1,215 prs

321 prs

859

(35 prs)

(43,098.00)

14,365.92

Findings:

a) Since the SA, the driver and helper did not follow the sop on pulling out of the article that is; The SA or the store supervisor will provide the inventory of articles to be pulled out to driver/helper. The driver/and the helper on the other hand should count the articles in the present (sic) of the SA. If there is no problem then he should sign the inventory sheet.

b) On the case of GMA event they keep telling me they counted it in front of each other (SA, driver & helper) but no one present (sic) the inventory sheet that they both signed.

Conclusions :

They committed of (sic) gross negligence for not following pull out SOP so, they will pay the amount of short inventory Php43, 098.00 or x x x see below of amount they will pay each of them. The SA since they have specific assignment their shares will be in accordance with the lost (sic) per brand. The driver since they are the one (sic) responsible for pull out of everything (sic) The personnel which is direct (sic) hired, deduction will be Php500/payday. For puma SA the agency will handle the deduction.

The personnel involved are the following:

Agreed to Pay

Ruel Abogado–Adidas Cash& Carry

Php 3308.66

Anthony King Abrecia–Reva

Php 1411.66

(signed)

Neptali Embroses–G5 service solution

Php 9645.6

Roseben Bernardo–Driver

Php14365.92

Rhoniell Linaga–Helper

Php14365.92

Total

43098.00

Joel Matillano the other driver of ZNG-236 came late, according to him he asked King of the inventory, King said they have the inventory already, in fact he want King to go with him to Unisports (sic) but King denied. Since the items left out were Puma and the SA of Puma gone (sic) already he had no other choice but pulled (sic) out the items.[21]

Also, Granada issued a letter to Bernardo because he had been absent since 8 July 2010. Granada stated therein –

Our record shows that you were not reporting since July 8, 2010. We tried to contact you several times through neighbors but you are not available/and or said you are not interested anymore.

Be reminded that base (sic) on our rules and regulations, continues (sic) absence for six days without valid reason or no reason at all will be considered absent without proper notice or AWOL. Please report to the office to process your exit clearance.[22]

On 19 July 2010, Granada issued a second notice to Bernardo regarding his absences stating therein the following –

Be informed that our delivery was affected by continues absent (sic), please report to your work. You may have (sic) valid reason for being absent but we have to evaluate if it is acceptable.

Again, be reminded that based (sic) rules and regulations continues (sic) absence for more than 6 consecutive days without valid or no reason at all will be considered AWOL. Please report to the office to facilitate your exit clearance.[23]

During preliminary conference, the parties failed to amicably settle the case. Thus, the parties were directed to file their respective pleadings.

Bernardo alleged that he was illegally dismissed from employment by Unisport because he was not able to continue his work due to an unfounded complaint for loss of goods. He was not given any notice nor was there any investigation conducted regarding said lost products. As such, he is entitled to actual, moral and exemplary damages and attorney's fees. In addition, Bernardo claimed that he is entitled to his salary differential because he only received a wage below the minimum or Php250.00 per day from June 2007 to June 2009. Bernardo maintained that it was only in June 2009 when he received the minimum wage of Php382.00 per day. Also, he sought the payment of his 13th month pay, premium pay for work on special days and rest days, overtime pay, night shift pay, service incentive leave pay and emergency cost of living allowance (ECOLA).[24]

Unisport denied its liability and alleged in its Position Paper that Bernardo was not dismissed from employment. Unisport asserted that Bernardo was one of the employees who were found to be grossly negligent in following the company procedure in pulling out the products in the event. Unisport argued that, due to the negligence of Bernardo and other employees, the company suffered substantial losses in the amount of Php43,098.25. As such, Bernardo and the other employees involved in the event were directed to pay for the loss of the company. Unisport maintained that, based on Linaga's affidavit, Bernardo only filed the complaint because he did not want to pay his Php14,365.92 contribution for the loss. Unisport added that Bernardo failed to report for work starting 8 July 2010 despite notices sent to him to report back for work on 15 and 19 July 2010. Thus, Unisport asserted that

Bernardo is not entitled to his monetary claims for separation pay, actual, moral and exemplary damages and attorney's fees. Anent Bernardo's claim for salary differential for the period of June 2007 to June 2009, Unisport alleged that, as evidenced by the Application for Employment dated 22 February 2009, it was only on 22 February 2009 that Bernardo applied for work with the company as "delivery driver". On his claims for service incentive leave pay, Unisport denied non-payment and alleged that Bernardo failed to present proof that the same was not paid.[25]

On 17 February 2011, the Labor Arbiter rendered a Decision granting the complaint, the dispositive portion of which reads –

CONFORMABLY WITH THE FOREGOING, judgment is hereby rendered declaring complainant to have been constructively dismissed. Consequently, respondent Unisport Italia Marketing is ordered to pay complainant his backwages, until finality of the decision and which as of January 7, 2011 has already accumulated in the amount of P59,597.00 plus his one month separation pay in the sum of P9,932.00.

On his money claims, respondent company is ordered to pay P3,820.00 as his vacation and sick leave benefits.

SO ORDERED.[26]

The Labor Arbiter ruled that Bernardo was constructively dismissed by Unisport because it was unfair on the part of Unisport to hold the employees involved liable for the losses without further investigation to determine who the real culprit was. The Labor Arbiter held that it was unreasonable for Unisport to impose the amount of Php14,365.92 to Bernardo, thus, constituting dismissal which entitled him to separation pay and backwages. As to his claims for unpaid wages, overtime pay and service incentive leave, the Labor Arbiter only granted his claims for service incentive leave pay. The Labor Arbiter ruled that Bernardo is not entitled to his claim for unpaid wages because he admitted that he already received the same and that overtime pay may not be granted to him because he failed to present proof that he actually rendered overtime work.

On appeal by Unisport,[27] the NLRC modified the decision of the Labor Arbiter on 10 August 2011. The dispositive portion of the NLRC's decision reads –

WHEREFORE, the appeal is PARTIALLY GRANTED. The assailed Decision of the Labor Arbiter is accordingly MODIFIED by deleting the award of backwages and separation pay. However, respondent company is ORDERED to pay P3,820.00 as complainant's vacation and sick leave benefits.

SO ORDERED.[28]

The NLRC ruled that Bernardo was not constructively dismissed from employment by Unisport because there was no showing that there was an actual deduction made on the payroll of Bernardo. The NLRC ruled that, in the absence of any concrete evidence, Bernardo's allegation on the illegal imposition of the company loss on his salary must not be made as the basis of a finding on constructive dismissal. In fact, it was Bernardo who abandoned his work despite the letters dated 15 and 19 July 2010 sent to him urging him to report for work.

Aggrieved, Bernardo filed his Motion for Reconsideration[29] on 28 September 2011. However, it was likewise denied by the NLRC in its Resolution dated 28 October 2011.[30] Hence, the present recourse of Bernardo ascribing grave abuse of discretion amounting to lack or excess of jurisdiction on the part of the NLRC, viz.:

THE DECISION DATED AUGUST 10, 2011 AND RESOLUTION DATED OCTOBER 28, 2011 OF PUBLIC RESPONDENT NATIONAL LABOR RELATIONS COMMISSION (FOURTH DIVISION) ARE CONTRARY TO FACTS, LAW AND JURISPRUDENCE AND IF NOT CORRECTED, WILL CAUSE INJUSTICE TO HEREIN PETITIONER AND GRAVE AND IRREPARABLE DAMAGE WILL BE DONE TO HIM. THUS, PUBLIC RESPONDENT ACTED WITH GRAVE ABUSE OF DISCRETION

AMOUNTING TO LACK OR EXCESS OF JURISDICTION. PETITIONER HAS NO OTHER PLAIN, SPEEDY AND ADEQUATE REMEDY AVAILABLE IN THE ORDINARY COURSE OF LAW EXCEPT THIS PETITION.[31]

The pivotal issue for consideration of this Court is whether the NLRC gravely abused its discretion in declaring that Bernardo was not constructively dismissed, thus, not entitled to his claims for backwages and separation pay.

At the outset, it must be pointed out that the Court of Appeals does not ordinarily assess and weigh the sufficiency of evidence upon which the Labor Arbiter and the NLRC based their conclusion.[32] However, when the findings of the Labor Arbiter and the NLRC are conflicting with one another, as in this case, this Court may proceed to make its own evaluation of the facts[33] and re-examine the records to determine which findings are supported by substantial evidence.[34]

Bernardo argues that the NLRC gravely abused its discretion in ruling that he was not constructively dismissed when the truth is that, as early as 7 July 2010, Granada already relayed to him that he should pay a fraction of the lost products because he was one of those being held liable therefor. He asserts that the directive requiring him to pay a fraction of the lost products is blatantly unjust and unfair and is a clear case of discrimination and insensibility that has rendered his employment with Unisport unreasonable and painfully unbearable. Bernardo maintains that Unisport should have investigated who the real culprit was before holding the employees involved in the event liable for the lost products.

We are not persuaded.

Well settled is the rule that constructive dismissal is a quitting because continued employment is rendered impossible, unreasonable or unlikely, as an offer involving a demotion in rank and a diminution in pay. However, it does not always involve such kinds of diminution or demotion.[35] It can be an act of discrimination, insensibility, or disdain by an employer that may become so unbearable on the part of the employee that it could foreclose any choice by him except to forego his continued employment.[36] It is an involuntary resignation due to the harsh, hostile and unfavorable conditions set by the employer.[37] The test of constructive dismissal is whether a reasonable person in the employee's position would have felt compelled to give up his position under the circumstances.[38] In cases involving constructive dismissal, the burden of proof is on the employer to show that the employee was dismissed for a valid and just cause.[39]

Based on the above pronouncements, We find that the circumstances present in this case do not constitute constructive dismissal. Unisport has substantially proven that there was no diminution on his pay or demotion in his rank nor were there acts of discrimination and insensibility against him. As aptly found by the NLRC –

Scouring the records of the case, indeed, there was no notice, memorandum nor any written imposition sent by the respondents informing the complainant to share in the loss of the missing merchandise from the GMA Anniversary. Without such written notice or memo, there was no sufficient basis for the complainant to allege such imposition. In fact, there was no actual deduction made on the payroll of the complainant. There was no showing that the salaries of the complainant was being deducted of the P14,365.92 in lump sum or in installment. In the absence of any concrete evidence, such verbal allegation of illegal imposition upon the life sustaining salary of the complainant must not be made as the basis of finding constructive dismissal. It is too whimsical, capricious and even satirical to allege something when there is none.

We tend to subscribe credibility on respondents' allegation that such imposition was only contemplated in view of the findings by Mr. Granada that there was negligence that can be attributed to the complainant and his helper because they did not conduct physical count on the items they pulled out from the said GMA Anniversary. This failure to conduct inventory was categorically admitted by the complainant.

Moreover, it was not the imposition of P14,365.92 that instigated complainant to file the instant complaint for constructive dismissal. As per complainant's allegation contained in his Reply, 'it is not due to the fact that ROSEBEN was required to pay out P14,000 more or less that prompted him to file (sic) instant complaint for illegal dismissal. It is because of the verbal order less (sic) it be an (sic) harassment of Mr. Granada that if ROSEBEN would not admit the loss of the shoes despite the absence of investigation then he will lose his job that CAUSED HIM TO FILE THE INSTANT COMPLAINT.'

Even this allegation of harassment is not substantiated by legal concrete evidence, documentary or otherwise. There was nothing to corroborate this self serving allegation by the complainant. On the contrary, there were thorough investigations conducted of the missing items by Mr. Granada where even the product representative as well as the event coordinator and the security guards assigned in the area were made to explain and account for what had happened. Thus, it was discovered that there were negligence committed by the personnel involved that lead respondents to contemplate of requiring 'each employee involved to contribute a proportionate amount to answer for the company loss.' However, this 'proportionate contribution' remains to be in contemplation as nothing on record shows that this was actually implemented.[40]

Indeed, Unisport had a basis in holding Bernardo liable for a portion of the loss as he explicitly admitted his negligence in his letter of explanation when he stated that “Ang kamalian ko hindi ako humingi ng inventory niya at di ipinakita sa akin. Mali po ako dahil pumayag akong magkarga na di maayos ang kanyang inventory.”[41] There was no discrimination on the part of Unisport because the latter has conducted an investigation[42] on the incident and has contemplated on holding all the employees involved in the event liable without excluding anyone from liability. Besides, the Memorandum[43] dated 15 July 2010 was sent by Granada to Yu and not to Bernardo and the other employees involved in the event. The same does not show that the recommendation to have Bernardo and the other employees pay a fraction of the company loss was actually implemented against them. In addition, there was no diminution in his pay nor was there any demotion in his rank when he was reassigned as a picker/checker during the pendency of the investigation. In view of the foregoing, Bernardo's claim of constructive dismissal must fail.

On the contrary, after a painstaking evaluation of the evidence on record, We find that it was Bernardo who severed his employment relationship with Unisport by abandoning his work on 8 July 2010. In *NEECO II vs. National Labor Relations Commission and Eduardo Cairlan*,[44] the Supreme Court ruled that abandonment is the deliberate and unjustified refusal of an employee to resume his employment. It is a form of neglect of duty; hence, a just cause for termination of employment by the employer under Article 282 of the Labor Code, as amended.

Also, the elements of abandonment as held in *Northwest Tourism Corp. vs. Former Special Third Division of the Honorable Court of Appeals*[45] are as follows –

To constitute abandonment of work, two elements must concur: (1) the employee must have failed to report for work or must have been absent without valid or justifiable reason, and (2) there must have been a clear intention on the part of the employee to sever the employer-employee relationship manifested by some overt act.

Verily, abandonment, as a just and valid ground for dismissal, requires a deliberate and unjustified refusal of the employee to resume his employment. There must be a concurrence of the intention to abandon and some overt acts from which an employee may be deduced as having no more intention to work.[46] Mere absence or failure to report for work is not enough to amount to abandonment.[47] Absence must be accompanied by overt acts unerringly pointing to the fact that Bernardo does not want to work anymore.[48] The contemplation to discontinue the employment must be shown by clear proof that it was deliberate and unjustified. Being a matter of intention, abandonment cannot be simply inferred or presumed from equivocal acts.[49]

In the case at bar, Unisport has substantially proven the fact that Bernardo deliberately and unjustly refused to resume his employment when it presented the notices dated 15 and 19 July 2010.[50] His intention to sever his employment relationship with Unisport was also bolstered by the fact that he did not pray for reinstatement in his complaint. The NLRC correctly found –

Despite receipt of the two letters from the respondents, the complainant took no heed of respondents' request for him to report back to work. This fell on deaf ears as the complainant had already filed his case for illegal dismissal on July 8, 2010 praying for separation pay instead of reinstatement. Perusing the Complaint/Request for Assistance, it is quite clear that complainant, in his own handwriting indicated that he pray for separation pay and other money claims, damages and attorney's fees. In the Complaint, the Relief prayed for by the complainant was NO REINSTATEMENT, but separation pay & other money claims, damages and attorney's fees. Thus, the complainant was already mindset to desist from reporting back to work. This clearly indicated that complainant was looking for circumstances that would justify his departure from working with the respondents and at the same time collect separation pay and other money claims from the latter. The prayer for reinstatement found in the prayer of his Position Paper does not camouflage complainant's real intention. In fact such prayer for reinstatement in complainant's Position Paper is not allowed as there was not (sic) such prayer in the Complaint/ Request for Assistance and in the Complaint. Rule V, Section 7 (b) provides that:

The position papers of the parties shall cover only those claims and causes of action raised in the complaint or amended complaint, excluding those that may have been amicably settled, and accompanied by all supporting documents. Xxx[51]

In fine, there is no grave abuse of discretion on the part of the NLRC in reversing the Decision of the Labor Arbiter and ruling that Bernardo was not constructively dismissed from his employment and that he was the one who deliberately abandoned his job. The assailed Decision and Resolution are supported by the evidence on record and are in accordance with law and jurisprudence. Bernardo failed to clearly demonstrate that the NLRC arbitrarily disregarded evidence before it or that it had misapprehended the evidence on record to such an extent as to compel a contrary conclusion if such evidence had been properly appreciated.[52] Hence, We find no cogent reason to reverse, much less, set aside the NLRC's findings.

WHEREFORE, the instant petition is hereby DENIED for lack of merit. The Decision dated 10 August 2011 and Resolution dated 28 October 2011 of the National Labor Relations Commission are AFFIRMED.

SO ORDERED.

Zalameda and Reyes-Carpio,[*] JJ., concur.

[*]Acting Junior Member vice J. Diy per Office Order No. 283-14-ABR dated June 16, 2014.

[1] Decision dated 10 August 2011, Rollo, pp. 185-195.

[2] Resolution dated 28 October 2011, Rollo, pp. 205-206.

[3] Position Paper, pp. 1-2; Rollo, pp. 38-39.

[4] Position Paper, Rollo, p. 30.

[5] Position Paper, Rollo, p. 30; Application for Employment, Rollo, p. 56.

[6] Position Paper, Rollo, p. 39; Affidavit of Rhoniel E. Linaga, Rollo, p. 64.

[7] Position Paper, Rollo, p. 39; Affidavit of Rhoniel E. Linaga, Rollo, p. 64.

- [8] Explanation Letter of Roseben Bernardo, Rollo, p. 62; Explanation Letter Rhoniel Linaga, Rollo, p. 61; Explanation Letter of Joel Matillano, Rollo, p. 60.
- [9] Inventory Report, Rollo, p. 57.
- [10] Position Paper, p. 4; Rollo, p. 41.
- [11] Explanation Letter of Ruel Abogado, Rollo, p. 58; Explanation Letter of King Anthony Abracia, Rollo, p. 59; Explanation Letter of Joel Matillano, Rollo, p. 60; Explanation Letter Rhoniel Linaga, Rollo, p. 61; Explanation Letter of Roseben Bernardo, Rollo, p. 62.
- [12] Explanation Letter of Ruel Abogado, Rollo, p. 53.
- [13] Explanation Letter of King Anthony Abracia, Rollo, p. 59.
- [14] Explanation Letter of Joel Matillano, Rollo, p. 60.
- [15] Explanation Letter of Rhoniel Linaga, Rollo, p. 61.
- [16] Explanation Letter of Roseben Bernardo, Rollo, p. 62.
- [17] Information Report, Rollo, p. 63.
- [18] Position Paper, p. 7; Rollo pp. 44; Affidavit of Rhoniel Linaga, Rollo, p. 64.
- [19] Letter dated 8 July 2010, Rollo, p. 68.
- [20] Complaint dated 8 July 2010; Rollo pp. 25 & 27.
- [21] Memorandum dated 15 July 2010 to Ey Yu, Rollo, p. 66.
- [22] Letter dated 15 July 2010, Rollo, p. 71.
- [23] Letter dated 19 July 2010, Rollo, p. 74.
- [24] Position Paper, Rollo, pp. 31-33.
- [25] Position Paper, pp. 6-14; Rollo, pp. 43-51.
- [26] Decision dated 17 February 2011, pp. 8-10; Rollo; pp 92-93.
- [27] Notice and Memorandum on Appeal, Rollo, pp. 94-107.
- [28] Decision dated 10 August 2011, p. 8; Rollo, p. 193.
- [29] Motion for Reconsideration, Rollo, pp. 196-201.
- [30] Resolution dated 28 October 2011, Rollo, pp. 205-206.
- [31] Petition for Certiorari, p. 8; Rollo, p. 11.
- [32] Anonas Construction and Industrial Supply Corporation vs. NLRC, G.R. No. 164052, 17 October 2008.
- [33] CMP Federal Security Agency, Inc. vs. NLRC, G.R. No. 125298, 11 February 1999.
- [34] Mayon Hotel and Restaurant vs. Adana, G.R. No. 157634, 16 May 2005.
- [35] Philippine Industrial Security Agency Corporation vs. Percival Aguinaldo, G.R. No. 149974, 15 June 2005.
- [36] Philippine Industrial Security Agency Corporation vs. Percival Aguinaldo, supra.; Gilles vs. Court of

Appeals, G.R. No. 149273, June 5, 2009.

[37] Peñaflor vs. Outdoor Clothing Manufacturing Corp., et al., G.R. No. 177114, 13 April 2010.

[38] Philippine Veterans Bank vs. National Labor Relations Commission and Martinez, G.R. No. 188882, 30 March 2010; Aguilar vs. Burger Machine Holdings, Corp., et al., G.R. No. 172062, 30 October 2006.

[39] Ruperto Suldao vs. Cimech System Construction, et al., G.R. No. 171392, 30 October 2006.

[40] Decision dated 10 August 2011, pp. 5-6; Rollo, pp. 190-191.

[41] Explanation Letter of Roseben Bernardo, Rollo, p. 62.

[42] Letter from Human Resource Department to Eleonor Yu y Ocampo dated 15 July 2010, Rollo, p. 66.

[43] Rollo, p. 66.

[44] G.R. No. 157603, 23 June 2005.

[45] G.R. No. 150591, 27 June 2005.

[46] Aliten vs. U-Need Lumber and Hardware and Court of Appeals, G.R. No. 168931, 12 September 2006; Functional Inc. vs. Granfil, G.R. No. 176377, 16 November 2011.

[47] Aliten vs. U-Need Lumber and Hardware and Court of Appeals, G.R. No. 168931, 12 September 2006; Functional Inc. vs. Granfil, G.R. No. 176377, 16 November 2011.

[48] Functional Inc. vs. Granfil, G.R. No. 176377, 16 November 2011.

[49] Id.

[50] Letter dated 15 July 2010, Rollo, p. 71; Letter dated 19 July 2010, Rollo, p. 74.

[51] Decision dated 10 August 2011, pp. 6-7; Rollo pp. 191-192.

[52] Digitel Telecommunications Phil., Inc. vs. Soriano, G.R. No. 166039, 26 June 2006; Philippine Airlines vs. Tongson, G.R. No. 153157, 14 October 2003.

ABOUT BATAS.ORG

Study smarter at BATAS.org

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

The complete Philippine law library - free for everyone.

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

Audio case-brief lectures.

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

Bar review built on the science of memory.

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

The full law-school curriculum.

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

Mock exams that tell you where you stand.

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

A study planner that keeps you on pace.

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

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

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

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

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