

SEGUNDINO M. AGPOON, HARES ZAMORA, RODREN DELOS SANTOS AND REYNALDO DULDULAO, PETITIONERS, VS. PRINT TOWN (LEX MEDIA) INC. AND/OR CORAZON W. AUSTRIA, PRINT TOWN PARTNERS MULTIPU...

Ponente: GONZALES-SISON, M., J.

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GONZALES-SISON, M., J.:

In this Decision, We resolve the petition for certiorari[3] (the “Petition”) under Rule 65 of the Rules of Court (the “Rules”) filed by petitioners Agpoon, Zamora, Delos Santos, and Duldulao (the “petitioners”), praying for the nullification of the Decision[4] of the Fifth Division of the National Labor Relations Commission (“NLRC”) promulgated on 27 December 2013, dismissing their appeal for lack of merit, as well as the Resolution[5] of the NLRC promulgated on 28 February 2014, affirming the 27 December 2013 Decision.

The assailed Decision disposed:

“WHEREFORE, premises considered, complainants' appeal is DISMISSED for lack of merit. The 19 September 2012-Decision of Labor Arbiter Danna M. Castillion STANDS. Further, complainants' Motion for Consolidation is DENIED in view of the 23 April 2013 Decision promulgated by the Fourth Division.

SO ORDERED.”

On the other hand, the later Resolution disposed:

“WHEREFORE, the motion for reconsideration is DENIED for lack of merit and the Decision promulgated on 27 December 2013 STANDS. No motion of similar nature shall hereafter be entertained.

SO ORDERED.”

The material antecedents are summarized by the NLRC, as follows:

“ This is an amended complaint for regularization, illegal dismissal (constructive), illegal suspension, unpaid service incentive leave pay, 13[th] month pay, separation pay and illegal deductions filed by Segundino Agpoon, Hares Zamora, Rodren De los Santos and Reynaldo Duldulao (appellants) against Print Town Inc. (PTI for brevity) and Ms. Corazon Austria.

On 25 January 2012, PTI filed a motion to implead People Source Multipurpose Cooperative (PSMC for brevity) and PRINTTOWN Partners Multipurpose Cooperative (PPMC for brevity) as respondents to the case. An Order was issued on February 15, 2012, granting respondent PTI's motion.

Mandatory conferences were held but the parties failed to reach an amicable settlement. They were directed to submit their respective position papers and responsive pleadings in support of their claims.

In their position paper, complainant De los Santos averred that he worked for PTI for almost four (4) years. On 02 September 2011, without the benefit of any notice or hearing, he was arbitrarily dismissed from his employment when he was told that he can no longer report for work. Complainant Zamora, on the other hand,

alleged that he commenced working also for PTI sometime in May 2006. On 16 January 2010, he was informed that he would transfer to PPMC. For his part, complainant Agpoon claimed that he started his employment with PTI in June 2004.

For their part, respondents PTI and Corazon Austria averred that the company is engaged in printing business. It has been their practice to contract out ancillary works of the business such as janitorial and maintenance services. They regularly contract with PPMC for the supply of manpower services for a fee to perform the ancillary functions on a project or temporary need basis of the company.

They further asseverated that complainant Agpoon is a member of PPMC. He was assigned at Alliance Media Printing, Inc. (AMPI) as PPMC project-based building maintenance. Complainants Zamora, Duldulao and Delos Santos are members of PSMC and were assigned by the latter to Lex Media Digital Corporation (Lexmedia). Complainants were not PTI's employees. They were members of the cooperatives deployed to corporations within the Print Town compound and not with PTI. Respondents PTI and Austria pray for the dismissal of the case for lack of employer-employee relationship. To support their stand, they adduced print-outs of the respective employment histories of complainants from the Social Security System (SSS) web inquiry system.

In their position paper, PPMC and Maricel A. Rosales averred that PPMC is an independent job contractor duly registered with the Department of Labor and Employment (DOLE) as shown by its Certificate of Registration. Appellant Agpoon is an owner-member of PPMC deployed at their client AMPI. The other complainants had no legal relation to them. They had a service agreement with AMPI. Agpoon was assigned as building maintenance for AMPI premises located at Print Town Complex as shown in the Deployment Memorandum dated 16 January 2012. Except for complainant Agpoon, the rest of complainants were not its employees. Agpoon is not an employee of PTI, but is a member-employee of PPMC deployed at AMPI.

In addition, respondents PPMC and Rosales claimed that he is still working with AMPI despite the filing of this case as shown in the pay slip for the month of January 2012. He is not entitled to the payment of separation pay as he was not dismissed from work. In fact, he continues to be a member-employee of PPMC deployed at AMPI as building maintenance.

PSMC, for its part, alleged that complainants Zamora, Delos Santos and Duldulao are bona fide members of the cooperative. They signed an agreement with the cooperative to the effect that they will be pooling their physical and financial resources to earn income from several clients who will avail of their services. Sometime in September 2011, PSMC received a report from its client Print Town LEXD that the latter was experiencing a financial crisis and would reduce its workforce. PSMC notified complainants that they will be relieved from their current post as shown in the notice sent to them. That since complainants are members of the cooperative, no employer-employee relation existed between them.

Complainants in their reply reiterated their allegations in their position paper that they were illegally dismissed and entitled to their money claims.

PTI and PSMC in their respective replies restated the absence of employer-employee relationship between them and complainants; and that, consequently, their complaint should be dismissed for lack of merit. PSMC likewise pointed out that there being no such relationship, the Labor Arbiter has no jurisdiction to resolve the issue.

On 07 September 2012, PTI submitted a Manifestation with leave of court alleging that during the conciliation conference held on 30 August 2012, respondents manifested that complainants Zamora and Delos Santos continued rendering services to Lexmedia despite the pendency of this case which was admitted by complainants Zamora and Delos Santos. They also attached copies of pay slips and remittance forms or receipts from SSS, Philhealth, and PAG-IBIG Fund showing the continued employment of said complainants with Lexmedia Digital Corporation.

In her decision, Labor Arbiter Castillion dismissed complainants' claim for regularization against PTI and complainant Duldulao's complaint for illegal dismissal. However, PSMC was ordered to pay complainant Duldulao suspension pay in the amount of Thirty Thousand Six Hundred Sixty-Seven Pesos (P30,667.00).

Petitioners-complainants then instituted a partial appeal challenging the ruling of the Labor Arbiter. They argued that Printtown Partners Multipurpose Cooperative ("PPMC") should have been found guilty of labor-only contracting, as it failed to prove that it had sufficient capital and investment, and consequently, that they were regular employees of Print Town Inc. ("PTI").

On 20 February 2013, petitioners filed a motion to consolidate their case with that of Eli I. Zamora, et. al. v. Print Town Inc. (NLRC RAB-IV 11-01908-11-I; NLRC LAC No. 01-000379-13).

After considering the arguments of the parties, the NLRC found petitioners' partial appeal unmeritorious and promulgated the assailed Decision. The NLRC identified the core issues as: 1) whether PPMC is engaged in labor-only contracting; 2) whether PTI is the employer of complainants; and 3) whether complainants are entitled to regularization with PTI.

Anent the first issue, the NLRC, upholding the Labor Arbiter, held that PPMC was not engaged in labor-only contracting.

First, it gave considerable weight to the Certificate of Registration^[6] issued by the Department of Labor and Employment ("DOLE") that PPMC had complied with the requirements under the Labor Code for valid independent contracting. According to the NLRC, following jurisprudence^[7] that Certificate proves that presumably, PPMC satisfied the legal requirements to carry out legal job contracting, since the Certificate was presumed to have been issued in the regular performance of business by DOLE, the agency primarily responsible for regulating job contractors.

Second, the NLRC, based on other evidence on record, concluded that PPMC carried out a business distinct and separate from PTI, in that member-employees of PPMC are assigned to render service distinguishable from printing, which is PTI's business.

Third, the NLRC held that the project employment contract between PPMC and petitioner Agpoon and the service agreement between PPMC and Alliance Media Printing ("AMPI") persuades that PPMC's employees were engaged for services unnecessary or undesirable in AMPI's core business. Finally, these contracts, according to the NLRC, established that PPMC retained control over its personnel, including petitioner Agpoon, wherever they may be assigned.

Anent the second issue, the NLRC reached the finding that complainants-petitioners were not PTI's employees. It ruled that the elements comprising an employer-employee relationship were absent.

Petitioners never submitted documentary evidence proving they were employees of PTI; on the other hand, identification cards (I.D.s) submitted by respondents showed that Agpoon was employed by PPMC and while the other petitioners worked for PSMC. Further, Social Security System ("SSS") documents, Philhealth reports, and Employer Reports from the respondents showed that Zamora, Delos Santos, and Duldulao were registered employees of PSMC, while a query from the SSS showed Agpoon an employee of PPMC.

The NLRC likewise found that petitioners did not adduce evidence proving that PTI paid their wages; however, respondents' documentary submissions showed that PPMC paid Agpoon while PSMC paid Zamora, Delos Santos, and Duldulao. It also found damning the absence of co-workers' testimony establishing that petitioners worked in PTI.

Following petitioners' failure to prove their engagement by PTI, the NLRC ruled that petitioners also failed to prove that PTI had the power to dismiss them.

Finally, the NLRC ruled that PTI did not exercise the crucial element of control over the petitioners. It observed that petitioners never alleged how PTI controlled or supervised the results of their work, or over the means and method by which they rendered their services. On the other hand, the service agreements of PSMC and PPMC revealed that these entities exercised discretion where to assign Zamora, Delos Santos, and Duldulao, and Agpoon, respectively; that the cooperatives could cancel those agreements; and that PSMC and PPMC solely dictated the means and manner of performing contracted services by its personnel.

The NLRC concluded its Decision by discussing that it was not unmindful of *Eli I. Zamora, et. al. v. Print Town (Lexmedia), et. al.* (NLRC Case No. RAB-IV-11-01908 L; NLRC LAC No. 01-000379-13), promulgated by the NLRC 4[th] Division on 23 April 2013, wherein PSMC was declared to be a labor only contractor. The NLRC found that the circumstances in the present case differed from the controversy resolved by the 4[th] Division, and declared that its ruling in the instant case was merely *pro hac vice*.

With respect to petitioners' Motion for Consolidation, the NLRC ruled that the same has been mooted because of the 23 April 2013 Decision.

Petitioners moved for consideration, but the NLRC denied their Motion, in the assailed Order dated 28 February 2014.

Hence this petition.

Petitioners raised the following issues:

WHETHER OR NOT PETITIONERS WERE PROVEN TO BE ENGAGED IN FORUM SHOPPING

WHETHER OR NOT THE PETITIONERS WERE EMPLOYEES OF PRINT TOWN

WHETHER OR NOT THE RESPONDENT WAS ABLE TO PROVE SUBSTANTIAL CAPITALIZATION TO SHOW THAT IT IS ENGAGED IN PERMISSIBLE LABOR CONTRACTING

Petitioners, elaborating on the first issue, argued that they did not engage in forum shopping. They alleged that their complaint for illegal dismissal was filed only when they were dismissed following their claim for regularization. They also averred that to deprive them of the right to complain against the dismissal would leave them no recourse against this action of respondents.

On the second and third issues, petitioners assert that PPMC is engaged in labor-only contracting. Petitioners contend that the name of the cooperative itself, which includes the word "Printtown", while not determinative of illegal contracting, suggests that by "elementary logic", it merely supplies manpower to PTI. Petitioners then argue that even if PPMC had been issued a DOLE Certification that it was an independent contractor, PPMC still had to prove that it had sufficient capital and investment to carry out a separate business, which, in this case, it did not do. They argue that PPMC should have presented more concrete proof to show that it satisfied the legal requirements to be classified as an independent job contractor.

On 26 June 2014, this Court issued a Resolution[8] stating that considering that only petitioners Agpoon and Duldulao signed the verification and certification of forum-shopping, Zamora and Delos Santos are considered dropped as petitioners. In that Resolution, this Court also directed petitioners to include the NLRC as a nominal party within five (5) days from notice; directed private respondents to file their Comment within ten (10) days from notice; and directed the parties or their counsel to promptly inform the Court of any pending and/or subsequent filing of any case involving the parties and the issue in this case.

On 31 July 2014, respondent Print Town Inc. complied with Our Resolution by informing this Court of the following cases: Agpoon v. Print Town (Lex Media) et al., with docket number C.A.-G.R Sp. No. 13222 and Delos Santos and Zamora v. Print Town, Inc., with docket number NLRC Case No. RAB-IV-06-00760-13L.[9]

On 4 August 2014, respondent PTI, represented by private respondent Corazon Austria, filed its Comment[10].

Respondent PTI again asserts that petitioner Agpoon is not an employee of PTI. It reiterates that Agpoon had been assigned by PPMC to another corporation, Alliance Media Printing Inc. (“AMPI”), therefore rendering PTI a complete stranger to the issue raised by petitioner Agpoon.

Respondent PTI, to bolster its argument, invokes another case for illegal dismissal filed by Agpoon, C.A.-G.R. No. S.P. No. 132222, in which the Fifteenth (15th) Division of this Court declared that Agpoon is not an employee of PTI for his failure to adduce evidence to support his bare allegations.[11]

Respondent PTI then alleges that petitioners Zamora, Delos Santos, and Dulduao were assigned by respondent PSMC only to Lex Media Digital Corporation (“Lex Media”), which is a different corporation from PTI; notably, both AMPI and Lex Media were never impleaded. PTI also emphasizes that petitioners never rendered services for PTI, and that, based on the petitioners' employment histories, as evaluated by the NLRC, pertinent public documents, records, and documents showed that petitioner Agpoon was an employee of PPMC while the other petitioners were employees of PSMC, and deployed to AMPI and Lex Media, respectively. The same records, PTI stresses, do not show any employment relationship between PTI and petitioners.

It argued, further, that PPMC, Agpoon's employer, is a legitimate job contractor. PTI reiterates that PPMC carries out an independent business, pursuant to its Service Agreement with AMPI. It engaged petitioner Agpoon, paid his wages, had the power to dismiss him, and, through its on-site supervisor, exclusively controlled the means of respondent Agpoon's method of rendering service.

Respondent PTI also argues that PSMC, of which petitioners Zamora, Delos Santos, and Duldulao are members, is likewise a legitimate job contractor. It brings up the fact that PSMC, as with PPMC, had been issued a DOLE Certification stating that the cooperative had sufficient capital to engage in permissible job contracting; it argues that per jurisprudence[12], such certificates carry with them the presumption that they were issued regularly, and since they were issued by the proper regulatory agency, DOLE, it can also be presumed that the recipients had been thoroughly evaluated before being issued such documents.

Respondent PTI then asserts that like PPMC, respondent PSMC also carries out an independent business of building maintenance from PTI. This is established by its Service Agreement with its client, Lex Media, to whom petitioners Zamora, Delos Santos, and Duldulao had been assigned, and which contained provisions indicating that PSMC retained exclusive power to “hire, suspend, terminate and/or impose disciplinary measure” over these petitioners.

It prays for the denial of the petition and for this Court to affirm the assailed Orders.

On 18 November 2014, respondent PTI filed its Memorandum[13] in support of its position. Petitioners filed theirs on 25 November 2014[14].

With these submissions, We now resolve this case.

After due consideration, We deny the Petition.

Preliminarily, We address petitioners' first ground that the NLRC gravely erred when it affirmed the dismissal of their complaint on the ground of forum-shopping. After carefully perusing the assailed Decision, We reach the conclusion that this ground does not merit further discussion. The NLRC affirmed the dismissal of petitioners'

complaint based only on its lack of merit. This is apparent in the issues tackled by the NLRC, which it framed as “(1) whether PPMC is engaged in labor-only contracting; 2) whether PTI is the employer of the complainants; and 3) whether complainants are entitled to regularization with PTI”.

We then resolve the other issues raised in the Petition: a) whether or not petitioners have proved themselves to be employees of PTI; and b) whether PPMC is a legitimate job contractor.

The existence of an employer-employee relationship is a question of fact which must be proved by substantial evidence[15]. Since petitioners assert the existence of such a relationship, they now bear the burden of proving the same. After all, he who asserts, must prove[16].

Relevantly, there is permissible job contracting when these conditions are met: (a) the contractor carries on a distinct and independent business and undertakes the contract work on his account under his own responsibility according to his own manner and method, free from the control and direction of his employer or principal in all matters connected with the performance of his work except as to the results thereof; (b) the contractor has substantial capital or investment; and (c) the agreement between the principal and contractor or subcontractor assures the contractual employees’ entitlement to all labor and occupational safety and health standards, free exercise of the right to self-organization, security of tenure, and social welfare benefits.[17]

On the other hand, labor-only contracting, a prohibited act, has been defined as “supplying workers to an employer who does not have substantial capital or investment in the form of tools, equipment, machineries, work premises, among others, and the workers recruited and placed by such person are performing activities which are directly related to the principal business of such employer”.[18]

The general rule is that the contractor is a labor-only contractor unless such contractor overcomes the burden of proving that it has substantial capital, investment, tools and the like.[19] In cases of labor-only contracting, the principal shall be considered the employer of the contractual employee.[20]

PTI cannot be deemed to be
the employer of Agpoon and
Duldulao.

In petitioner Agpoon's case, there is a glaring absence of evidence that he had actually been assigned to, and had been working for, respondent PTI. While he asserts in their Position Paper that “he started to work for Print Town on December 27, 2008”[21], he has no evidence to support this claim.

A similar fatal deficiency hounds petitioner Duldulao's allegation. Petitioner Duldulao has not adduced sufficient evidence to prove that he worked for PTI, and not for PSMC.

Such claims could have been established by company I.D's, time report cards, receipts evidencing payment of wages, employment contracts, proof of enrollment with the SSS, and other similar evidence tending to show that the purported employee rendered service to the alleged employer. Additionally, petitioners could have made their allegation more persuasive by submitting testimonies of co-workers in PTI, establishing that they have worked alongside these persons and for work relevant, desirable, or necessary to the business of PTI.

Well-entrenched is the principle that in order to establish a case before judicial and quasi-administrative bodies, it is necessary that allegations must be supported by substantial evidence. Substantial evidence is more than a mere scintilla. It means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.[22]

Notably, We observe that petitioners did not ascribe grave abuse of discretion, much less, any error on the part of

the NLRC when it ruled, based on documentary submissions, that they were assigned to other corporations separate and distinct from PTI. They never denied that petitioner Agpoon was exclusively assigned to AMPI, and Duldulao, to Lex Media. The lapse to deny and address these crucial and significantly adverse findings weighs heavily against petitioners' assertions that they had been working in PTI, so that they must be deemed to have admitted the same.

A perusal of the evidence on record likewise convinces that substantial evidence supports the NLRC's finding that PTI cannot be considered the employer of petitioners. Hence, the finding is not arbitrary, capricious, or whimsical.

According to the Employment Agreement between PPMC and petitioner Agpoon, the latter was to be assigned to AMPI[23]; this Agreement was formalized and petitioner was informed of the assignment[24]. Petitioner Agpoon's Employment History[25] from the SSS Inquiry System discloses that PTI was never his employer, but only PPMC, from January 2010. He is also a listed member of PPMC[26], and, based on receipts apparently signed by petitioner Agpoon, as well as Payroll Reports[27], matters which he inexplicably leaves undisputed, PPMC paid his wages[28].

With respect to petitioner Duldulao, the record persuades that he was assigned only to a number of corporations, but it is unclear whether these include PTI. The paperwork on record[29] divulges that he is a member of PSMC. According to his Employment History[30], he was never employed by PTI, and PSMC was one of his employers. Consistently, based on a Memorandum[31] from PSMC to petitioner Duldulao, PSMC, for apparent valid reasons, could pull him out from the engagement.

These factual findings are left undisturbed by petitioners; by such silence, they are deemed to have admitted the same[32].

Agpoon is an employee of PPMC while
Duldulao is an employee of PSMC.

Significantly, the same pieces of evidence exposing the absence of an employer-employee link between PTI and petitioners establish that this labor relationship instead exists between PPMC and Agpoon, and PSMC and Duldulao.

Agpoon's Employment Agreement and Employment History shows that he was engaged by PPMC. The receipts for wages and payroll report convinces Us that Agpoon received his pay from PPMC. According to his Project Contract, PPMC exercises the power to terminate him from its service as it reserved the right to review his work, and based on such review, continue to hire or dismiss him[33]. Finally, per the letter informing Agpoon of his employment with PPMC, the Employment Agreement, and the Service Agreement with AMPI, only PPMC has the right to determine the standards by which petitioner Agpoon should be evaluated.

PSMC'S engagement of petitioner Duldulao, on other hand, is made clear by the latter's Employment History, the Memorandum (from PSMC's Human Resources Department), by his Application for Membership with PSMC, approval thereof, and by the consequent Agreement with PSMC. This Agreement also divulges that PSMC, and not PTI or any other entity, is petitioner Duldulao's source of pay for services rendered to PSMC's client, and that PSMC controls the results through the prescription of standards for petitioner's work. Finally, the Agreement reveals that PSMC exercises the right to dismiss petitioner Duldulao, notwithstanding the wording of the contractual provisions, to wit:

“4. If the OWNER-MEMBER fails to abide with his above commitment of quality service; or is otherwise guilty of non-performance of tasks and non-compliance with productivity standards; or performs any act/s

which undermine(s) the accomplishment of the contractual undertaking of the COOPERATIVE with the Client, or/in anyway jeopardize (s) the harmonious relationship of the COOPERATIVE with the Client, the COOPERATIVE shall cancel his assignment of the above work project, without prejudice to the termination of his membership with the COOPERATIVE, if warranted.”

These documentary evidence, with respect to petitioners, in other words, establish the existence of the four determinants of an employer-employee relationship: 1) the selection and engagement of the employee; (2) the payment of wages; (3) the power to dismiss; and (4) the power to control the employee's conduct.[34]

Considering Our observation that PSMC's Agreement with Duldulao expressly states that the latter is an “owner-member” and not an employee[35], We remind private respondents that the existence of an employer-employee relationship cannot be negated by expressly repudiating it in a contract, when the terms and surrounding circumstances show otherwise. The employment status of a person is defined and prescribed by law and not by what the parties say it should be.[36]

Petitioners did not adduce evidence to show that PPMC is a labor-only contractor.

Petitioners commonly exhort that PPMC is engaged in labor-only contracting.

They aver that the appearance of “Printtown” in its PPMC's name casts doubt on PPMC's status as a contractor, such circumstance, using elementary logic, definitely states that PPMC is actually engaged in labor-only contracting.

The argument is specious. That “Printtown” appears in the name of PTI is not indicative of its status as a contractor. The argument simply lacks legal basis, which does not make it sound. Moreover, based on the records, “Print Town” does not only pertain to respondent PTI; it also pertains to a complex or location.

Rather than similarities in name, the law prescribes that the following factors determine whether a contractor engages in labor-only contracting, which is prohibited, viz: (a) the contractor or subcontractor does not have substantial capital or investment to actually perform the job, work, or service under its own account and responsibility; and (b) the employees recruited, supplied or placed by such contractor or subcontractor perform activities which are directly related to the main business of the principal.[37]

Relevant to this issue is the fact that PPMC has indeed been issued a Certificate of Registration[38] No.ROIV-10-12-64 stating that it complied with the provisions of Arts. 106-109 of the Labor Code, as amended, which pertains to independent contractors. As indeed discussed in *Sasan, Sr., et al. v. NLRC, et al.*,[39]:

“Having been issued by a public officer, this certification carries with it the presumption that it was issued in the regular performance of official duty.[46] In the absence of proof, petitioner's bare assertion cannot prevail over this presumption. Moreover, the DOLE being the agency primarily responsible for regulating the business of independent job contractors, we can presume in the absence of evidence to the contrary that it thoroughly evaluated the requirements submitted by HI as a precondition to the issuance of the Certificate of Registration.”

Considering the above holding, petitioners are mistaken that PPMC should adduce other evidence to prove its qualifications. There being a presumption in favor of the contractor created by the DOLE Certification, it then behooves petitioners to defeat such presumption by submitting evidence of their own, to the contrary. Unfortunately, they failed to do so.

Hence, given the above discussion, We see no reason to disturb the rulings of the NLRC.

WHEREFORE, premises considered, the PETITION is DENIED. Accordingly, the 27 December 2013 Decision of the NLRC and the 28 February 2013 Resolution in NLRC LAC No. 01-000380-13 are hereby AFFIRMED.

SO ORDERED.

De Guia-Salvador, R., Chairperson, and Cruz, R.A., JJ., concur.

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- [1] Also mentioned in the records as “PRINTTOWN”/”Printtown”.
- [2] Also mentioned in the records as “Abad”.
- [3] Rollo, pp. 3-15.
- [4] Rollo, pp. 21-34.
- [5] Rollo, pp. 16-20.
- [6] Rollo, p. 75.
- [7] Sasan, Sr., et. al. v. NLRC, et. al., G.R. No. 176240, 17 October 2008.
- [8] Rollo, p. 184.
- [9] Rollo, pp.
- [10] Rollo, pp. 229-254.
- [11] By Decision dated 9 July 2014, attached as Annex 27 to the Comment, at rollo, pp. 425-424.
- [12] Citing Sasan, Sr., et. al. v. NLRC and E-PCIB, G.R. No. 176240, 17 October 2008.
- [13] Rollo, pp. 437-461.
- [14] Rollo, pp. 466-475.
- [15] Atok Big Wedge, Inc. v. Gison, G.R. No. 169510, 8 August 2011.
- [16] See Go v. Court of Appeals and Moldex Products, Inc. G.R. No. 158922, 28 May 2004.
- [17] Alilin, et. al. v. Petron Corporation, G.R. No. 177592, 9 June 2014.
- [18] Ibid.
- [19] See Garden of Memories Park and Life Plan, Inc. and Requino v. NLRC, et. al., G.R. No. 160278, 8 February 2012.
- [20] Sec. 7, Rule VIII-A of Book 3 of the Omnibus Rules Implementing the Labor Code.
- [21] Rollo, p. 49.
- [22] Ledesma v. NLRC, et. al., G.R. No. 174585, 19 October 2007.
- [23] Rollo, p. 55.
- [24] Rollo, pp. 95-96.
- [25] Rollo, p. 108.

- [26] Rollo, p. 93.
- [27] Rollo, pp. 139-141.
- [28] Rollo, pp. 96-97.
- [29] See Agreement, rollo, pp. 124-125.
- [30] Rollo, p. 111. PSMC was recorded to be petitioner Duldulao's employer on 11-2010 and 12-2010.
- [31] Rollo, p. 126.; the Memorandum is dated 2 September 2011.
- [32] See *Masonic Contractor, Inc and Balais /Reyes v. Madjos et al.*, G.R. No.185094, 25 November 2009.
- [33] See par. 14 of the Employment Agreement, at rollo, p. 56.
- [34] *Abella v. PLDT and PSI*, G.R. No. 159469, 8 June 2005.
- [35] See Par. 9 of the Agreement, at rollo, p. 301.
- [36] *Republic v. AsiaPro Cooperative*, G.R. No. 172101, 23 November 2007.
- [37] *Norkis Trading Corporation v. Buenavista, et. al.* G.R. No. 182018, 10 October 2012.
- [38] Rollo, p. 75.
- [39] G.R. No. 176240, 17 October 2008.

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