

**UNIVERSAL ROBINA SUGAR MILLING CORPORATION (URSUMCO)
AND/OR RENATO CABATI, AS MANAGER, PETITIONERS, VS.
AGRIPINO CABALLEDA AND ALEJANDRO CADALIN, RESPONDENTS.**

G.R. No. 156644. July 28, 2008

Ponente: NACHURA, J.

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NACHURA, J.:

Before this Court is a Petition for Review on Certiorari[1] under Rule 45 of the Rules of Civil Procedure seeking the reversal of the Court of Appeals (CA) Decision[2] dated September 11, 2002 which modified the Decision[3] of the National Labor Relations Commission (NLRC) dated January 27, 2000.

The Facts

Petitioner Universal Robina Sugar Milling Corporation (URSUMCO) is a domestic corporation engaged in the sugar milling business and petitioner Renato Cabati[4] is URSUMCO's manager.

Respondent Agripino Caballeda (Agripino) worked as welder for URSUMCO from March 1989 until June 23, 1997 with a salary of P124.00 per day, while respondent Alejandro Cadalin (Alejandro) worked for URSUMCO as crane operator from 1976 up to June 15, 1997 with a salary of P209.30 per day.

On April 24, 1991, John Gokongwei, Jr., President of URSUMCO, issued a Memorandum[5] establishing the company policy on "Compulsory Retirement" (Memorandum) of its employees. The memorandum provides:

All employees corporate-wide who attain 60 years of age on or before April 30, 1991 shall be considered retired on May 31, 1991.

Henceforth, any employee shall be considered retired 30 days after he attains age 60.

Personnel department shall prepare the retirement notices to be co-signed and served by respective Department managers to employees concerned. The notices must be served at least 30 days before the designated retirement date. Reports of retiring/retired employees shall be submitted by the Personnel Department every end of the month to the President, copy furnished the Senior Vice-Presidents.

Employees who are retiring on May 11, 1991 shall continue reporting to work up to the middle of May. Thereafter, they may make use of their remaining vacation leave credits. Similarly, employees considered retired 30 days after attainment of age 60 shall continue reporting for work during the first half of the 30-day period, then make use of available VL credits.

Vacation and sick leave credits remaining unused by the employee's designated retirement date shall be converted into cash (VL at 100%, SL at 50% or per CBA) and be included with the Final Accountability/Retirement Benefits. Accountability clearance shall be per SOP.

Engaging the services of any retiree after his retirement must first be cleared with the President or the Senior Vice-President concerned especially the terms and condition of such engagement. Retirees can be re-engaged

only under a Retainer or Consultancy arrangement and only for a limited period of time.

Subsequently, on December 9, 1992, Republic Act (RA) No. 7641[6] was enacted into law, and it took effect on January 7, 1993,[7] amending Article 287 of the Labor Code, to read:

Art. 287. Retirement. -- Any employee may be retired upon reaching the retirement age established in the collective bargaining agreement or other applicable employment contract.

In case of retirement, the employee shall be entitled to receive such retirement benefits as he may have earned under existing laws and any collective bargaining agreement and other agreements: Provided, however, That an employee's retirement benefits under any collective bargaining and other agreements shall not be less than those provided herein.

In the absence of a retirement plan or agreement providing for retirement benefits of employees in the establishment, an employee upon reaching the age of sixty (60) years or more, but not beyond sixty-five (65) years which is hereby declared the compulsory retirement age, who has served at least five (5) years in the said establishment, may retire and shall be entitled to retirement pay equivalent to at least one-half (1/2) month salary for every year of service, a fraction of at least six (6) months being considered as one whole year.

Unless the parties provide for broader inclusions, the term one-half (1/2) month salary shall mean fifteen (15) days plus one-twelfth (1/12) of the 13th month pay and the cash equivalent of not more than five (5) days of service incentive leaves.

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Retail, service and agricultural establishments or operations employing not more than (10) employees or workers are exempted from the coverage of this provision.

Violation of this provision is hereby declared unlawful and subject to the penal provisions provided under Article 288 of this Code.

On April 29, 1993, URSUMCO and the National Federation of Labor (NFL), a legitimate labor organization and the recognized sole and exclusive bargaining representative of all the monthly and daily paid employees of URSUMCO, of which Alejandro was a member, entered into a Collective Bargaining Agreement (CBA).[8] Article XV of the said CBA particularly provided that the retirement benefits of the members of the collective bargaining unit shall be in accordance with law.[9]

Agripino and Alejandro (respondents), having reached the age of 60, were allegedly forced to retire by URSUMCO. Agripino averred that URSUMCO illegally dismissed him from employment on June 24, 1997 when he was forced to retire upon reaching the age of sixty (60) years old. Upon the termination of his employment, he accepted his separation pay and applied for retirement benefits with the Social Security System (SSS). Earlier, on April 15, 1997, Alejandro turned 60 years old. On May 28, 1997, he filed his application for retirement with URSUMCO, attaching his birth and baptismal certificates. On July 23, 1997, he accepted his retirement benefits and executed a quitclaim in favor of URSUMCO.

Thereafter, on August 6, 1997, Agripino filed a Complaint[10] for illegal dismissal, damages and attorney's fees before the Labor Arbiter (LA) of Dumaguete City. He alleged that his compulsory retirement was in violation of the provisions of Republic Act (R.A.) 7641 and, was in effect, a form of illegal dismissal.

On August 26, 1997, Alejandro likewise filed a Complaint[11] for illegal dismissal, underpayment of retirement benefits, damages and attorney's fees before the LA, alleging that he was given only 15 days per year of service by way of retirement benefits and further assails that his compulsory retirement was discriminatory considering that there were other workers over sixty (60) years of age who were allowed to continuously report for work.

The LA's Ruling

On September 30, 1998, the LA rendered a Decision,[12] the dispositive portion of which reads:

WHEREFORE, premises considered, judgment is hereby rendered declaring the respondent guilty of illegal dismissal and thus ordered to pay complainants: Agripino Caballeda and Alejandro Cadalin their respective backwages from: June 23, 1997 and from June 15, 1997 up to the promulgation of this Decision. Also, the respondent is hereby ordered to reinstate the complainants to their former or equivalent positions without loss of seniority rights and privileges appurtenant thereto.

The computation of complainants' awards is shown below and forms as integral part of this Decision.

1. AGRIPINO CABALLEDADA

June 23, 1997 - Sept. 30, 1998

= 1 year and 3 months

= P124.00 x 26 days x 15 months P48,360.00

2. ALEJANDRO CADALIN

June 15, 1997 - Sept. 30, 1998

= 1 year and 3 months

= 15 months

= P209.00 x 26 x 15 months P 81,627.00

TOTAL P129,987.00

A ten percent (10%) attorney's fees is also adjudicated from the aggregate award.

All other claims are Dismissed for lack of merit.

SO ORDERED.

The NLRC's Ruling

Petitioners appealed to the NLRC. On January 27, 2000, the NLRC held that Alejandro voluntarily retired because he freely submitted his application for retirement together with his birth and baptismal certificates. Moreover, he had his clearance processed and he received the amount of P33,476.77 as retirement benefit. Nevertheless, the NLRC found that since Alejandro's retirement benefit was based merely on fifteen (15) days salary for every year of service, such benefit should be recomputed to conform to the provisions of Art. 287 of the Labor Code as amended. With respect to Agripino, the NLRC held that URSUMCO's claim that Agripino was a mere casual employee was obviously designed to avoid paying Agripino his retirement benefit. Thus, the NLRC ruled:

WHEREFORE, premises considered, the decision of the Labor Arbiter is hereby SET ASIDE and VACATED and a new one entered DISMISSING the complaint for illegal dismissal. Respondents are hereby ordered to pay complainants their retirement benefits computed as follows:

1. Alejandro Cadalin:

Jan. 13/88 to June 15/97 = 9 years, 5 months & 3 days

a) P209.58/day x 15 days =

P3,143.70

b) 1/12 of 13th Month Pay =

523.95

c) 5 days SILP =

1,047.90

P4,715.55

P4,715.55/year of service x 9 years =

P42,439.95

Less: Retirement proceeds received (p. 107, records)

28,293.30

Retirement differential of Alejandro Cadalin =

P 14,146.65

2. Agripino Caballeda:

March 1989 to June 23/97 = 8 years, 3 months & 3 days

a) 124.00/day x 15 days =

1,860.00

b) 1/12 of 13th Month Pay =

310.00

c) 5 days SILP =

620.00

P2,790.00

P2,790.00/year of service x 8 years =

Retirement benefits of Agripino Caballeda P 22,320.00

SO ORDERED.[13]

Respondents filed their Motion for Reconsideration[14] which the NLRC denied in its Resolution[15] dated May 22, 2000, on the ground that it was the respondents who voluntarily applied for retirement upon reaching the age of 60 pursuant to the CBA and established company policy.

Aggrieved, respondents went to the CA via a Petition for Certiorari.[16]

The CA's Ruling

The CA declared that URSUMCO illegally dismissed the respondents since the Memorandum unilaterally imposed upon the respondents compulsory retirement at the age of 60. The CA found that there is no existing CBA or employment contract between the parties that provides for early compulsory retirement. Hence, the CA

held:

It is beyond doubt that [petitioner] violated the rights of the [respondents] [insofar] as the latter were not given the prerogative to choose for themselves to retire early or wait for the compulsory retirement age which is sixty[-five] (65) years. "If the intention to retire is not clearly established or if the retirement is involuntary, it is to be treated as discharge" (San Miguel Corporation vs. National Labor Relations Commission, 293 SCRA 13, 21[,], citing the case of De Leon vs. NLRC, 100 SCRA 691 [1980]). Corollary, such involuntary retirement on the part of [respondents] was in effect an illegal dismissal.[17]

However, the CA held that the NLRC properly computed the retirement benefits of the respondents. Thus:

WHEREFORE, premises considered, the assailed Decision dated January 27, 2000 of the National Labor Relations Commission, Fourth Division, Cebu City is hereby AMENDED as follows:

- The respondents are hereby ordered to pay the petitioners their retirement benefits computed as follows:

1. Alejandro Cadalin:

Jan. 13/88 to June 15/97 = 9 years, 5 months & 3 days

a) P209.58/day x 15 days =

P3,143.70

b) 1/12 of 13th Month Pay =

523.95

c) 5 days SILP =

1,047.90

P4,715.55

P4,715.55/year of service x 9 years =

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Less: Retirement proceeds received (p. 107, records)

28,293.30

Retirement differential of Alejandro Cadalin =

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2. Agripino Caballada:

March 1989 to June 23/97 = 8 years, 3 months & 3 days

a) 124.00/day x 15 days =

1,860.00

b) 1/12 of 13th Month Pay =

310.00

c) 5 days SILP =

620.00

P2,790.00

P2,790.00/year of service x 8 years =

Retirement benefits of Agripino Caballeda P 22,320.00

- The respondents are further ordered to pay the petitioners their backwages computed from June 1997 up to 2002.

SO ORDERED.[18]

On October 7, 2002, petitioners filed a Motion for Reconsideration[19] which the CA denied in its Resolution[20] dated January 8, 2003 for lack of merit.

Hence, this Petition raising the following issues:

- WHETHER OR NOT THE RESPONDENTS AGRIPINO CABALLEDA AND ALEJANDRO CADALIN VOLUNTARILY RETIRED FROM THE SERVICE.
- WHETHER OR NOT THE NEW RETIREMENT LAW CAN BE GIVEN RETROACTIVE EFFECT UNDER PAIN OF VI[O]LATING THE NON-IMPAIRMENT CLAUSE ENSHRINED IN THE BILL OF RIGHTS OF THE PHILIPPINE CONSTITUTION.
- WHETHER OR NOT CABALLEDA IS A SEASONAL WORKER IN THE SUGAR INDUSTRY, AND NOT A CASUAL WORKER AS ERRONEOUSLY TERMED BY THE COURT OF APPEALS.
- WHETHER OR NOT THE FINDING OF THE COURT OF APPEALS THAT THE RESPONDENTS ARE ENTITLED TO RETIREMENT DIFFERENTIAL IS CONTRARY TO LAW AND JURISPRUDENCE.[21]

Petitioners submit that there is a need to review the records and evidence in this case since the factual findings of the LA and the CA are in conflict with those of the NLRC; that petitioners stand by the factual findings of the NLRC that Alejandro voluntarily retired from the service and as proof, he executed a valid quitclaim in favor of petitioners; that R.A. 7641 cannot be given retroactive effect since there is an existing CBA that covers the retirement benefits of the employees; that the Memorandum was no longer being implemented at the time of respondents' retirement since R.A. 7641 was already in effect at the time, thus, the CA erred when it ruled that respondents were forced to retire pursuant to said Memorandum; that the CBA entered into by URSUMCO and the NFL of which Alejandro is a member, is proof that URSUMCO stopped implementing the Memorandum and that, assuming the said Memorandum was still implemented despite the advent of R.A. 7641 and the CBA, retirement notices should have been served to the respondents as directed by the Memorandum or, at most, a collective action should have been taken against URSUMCO by NFL. With respect to Agripino, petitioners claim that he is merely a seasonal or project worker and not a casual worker since the sugar milling business is seasonal in nature; that as such, Agripino was not forced to retire, rather the termination of his employment was essentially based on the fact that the period stated in his contract with URSUMCO had already lapsed; and that assuming Agripino is not a project employee, his retirement pay should be reduced proportionately by the number of months per year that his services were not engaged by URSUMCO since the milling season covers only six months within a year.[22]

On the other hand, respondents aver that petitioners' plea for this Court to review the facts and pieces of evidence presented below is contrary to the rule that the issues in cases brought before this Court via a petition for review

under Rule 45 are limited only to questions of law; that respondents were forced to retire at the age of 60 by virtue of the Memorandum which the employees did not ratify or freely agree upon, hence, respondents' dismissal from work was without valid cause and due process, amounting to illegal dismissal; that the Memorandum which unilaterally directed the compulsory retirement of employees reaching the age of 60 is contrary to the security of tenure guaranteed in the Constitution, Art. 287 of the Labor Code as amended by R.A. 7641, pertinent Labor and Civil Code provisions, public policy and good customs; and that the respondents were merely compelled to sign the prepared retirement forms and comply with the other retirement requirements because they were no longer given any work assignment and they could only receive their retirement benefits if they sever their employment relations with URSUMCO and comply with the latter's directives. Respondents submit that they were given no option but to follow URSUMCO's orders regarding their retirement, hence, the same was not voluntary.[23]

Based on the foregoing, this Court is called upon to resolve three ultimate issues, as follows:

- Whether R.A.7641 can be given retroactive effect;
- Whether Agripino is a seasonal or project employee; and
- Whether respondents were illegally terminated on account of compulsory retirement or the same voluntarily retired.

The Court's Ruling

The Petition lacks merit.

First. The issue of the retroactive effect of R.A. 7641 on prior existing employment contracts has long been settled. In *Enriquez Security Services, Inc. v. Cabotaje*, [24] we held:

RA 7641 is undoubtedly a social legislation. The law has been enacted as a labor protection measure and as a curative statute that -- absent a retirement plan devised by, an agreement with, or a voluntary grant from, an employer -- can respond, in part at least, to the financial well-being of workers during their twilight years soon following their life of labor. There should be little doubt about the fact that the law can apply to labor contracts still existing at the time the statute has taken effect, and that its benefits can be reckoned not only from the date of the law's enactment but retroactively to the time said employment contracts have started.

This doctrine has been repeatedly upheld and clarified in several cases.[25] Pursuant thereto, this Court imposed two (2) essential requisites in order that R.A. 7641 may be given retroactive effect: (1) the claimant for retirement benefits was still in the employ of the employer at the time the statute took effect; and (2) the claimant had complied with the requirements for eligibility for such retirement benefits under the statute.

It is evident from the records that when respondents were compulsorily retired from the service, R.A. 7641 was already in full force and effect. The petitioners failed to prove that the respondents did not comply with the requirements for eligibility under the law for such retirement benefits. In sum, the aforementioned requisites were adequately satisfied, thus, warranting the retroactive application of R.A. 7641 in this case.

Second. It is a well-established rule that a petition for review on certiorari under Rule 45 of the Rules of Court should raise only questions of law, subject to certain exceptions.[26] Whether or not Agripino was a seasonal/project employee or a regular employee is a question of fact.[27] As such, this Court is not at liberty to review the said factual issue because our jurisdiction is generally limited to reviewing errors of law that the CA may have committed. Time and again, we have held that this Court is not a trier of facts, and it is not for us to re-examine and re-evaluate the probative value of evidence presented before the LA, the NLRC and the CA, which formed the basis of the assailed decision. Indeed, when their findings are in absolute agreement, the same are accorded not only respect but even finality as long as they are amply supported by substantial evidence.[28]

In this case, it is noteworthy that the LA, the NLRC and the CA are one in ruling that Agripino was not a casual employee much less a seasonal or project employee. In their findings, Agripino was considered a regular employee of URSUMCO. Consequently, such uniform finding of the LA, the NLRC, and the CA binds this Court. We find no cogent reason to depart from this ruling.

Third. Retirement is the result of a bilateral act of the parties, a voluntary agreement between the employer and the employee whereby the latter, after reaching a certain age, agrees to sever his or her employment with the former.[29] The age of retirement is primarily determined by the existing agreement between the employer and the employees. However, in the absence of such agreement, the retirement age shall be fixed by law. Under Art. 287 of the Labor Code as amended, the legally mandated age for compulsory retirement is 65 years, while the set minimum age for optional retirement is 60 years.[30]

In this case, it may be stressed that the CBA does not per se specifically provide for the compulsory retirement age nor does it provide for an optional retirement plan. It merely provides that the retirement benefits accorded to an employee shall be in accordance with law. Thus, we must apply Art. 287 of the Labor Code which provides for two types of retirement: (a) compulsory and (b) optional. The first takes place at age 65, while the second is primarily determined by the collective bargaining agreement or other employment contract or employer's retirement plan. In the absence of any provision on optional retirement in a collective bargaining agreement, other employment contract, or employer's retirement plan, an employee may optionally retire upon reaching the age of 60 years or more, but not beyond 65 years, provided he has served at least five years in the establishment concerned. That prerogative is exclusively lodged in the employee.[31]

Indubitably, the voluntariness of the respondents' retirement is the meat of the instant controversy. Petitioners postulate that respondents voluntarily retired particularly when Alejandro filed his application for retirement, submitted all the documentary requirements, accepted the retirement benefits and executed a quitclaim in favor of URSUMCO. Respondents claim otherwise, contending that they were merely forced to comply as they were no longer given any work assignment and considering that the severance of their employment with URSUMCO is a condition precedent for them to receive their retirement benefits.

We rule in favor of respondents.

Generally, the law looks with disfavor on quitclaims and releases by employees who have been inveigled or pressured into signing them by unscrupulous employers seeking to evade their legal responsibilities and frustrate just claims of employees.[32] They are frowned upon as contrary to public policy. A quitclaim is ineffective in barring recovery of the full measure of a worker's rights, and the acceptance of benefits therefrom does not amount to estoppel.[33]

The reason is laid down in *Lopez Sugar Corporation v. Federation of Free Workers*: [34]

The reason is plain. Employer and employee, obviously, do not stand on the same footing. The employer drove the employee to the wall. The latter must have to get hold of money. Because, out of the job, he had to face harsh necessities of life. He thus found himself in no position to resist money proffered. His, then, is a case of adherence, not of choice. One thing sure, however, is that petitioners did not relent their claim. They pressed it. They are deemed not to have waived any of their rights. *Renuntiatio non praesumitur*.

In exceptional cases, the Court has accepted the validity of quitclaims executed by employees if the employer is able to prove the following requisites: (1) the employee executes a deed of quitclaim voluntarily; (2) there is no fraud or deceit on the part of any of the parties; (3) the consideration of the quitclaim is credible and reasonable; and (4) the contract is not contrary to law, public order, public policy, morals or good customs or prejudicial to a third person with a right recognized by law.[35] In this case, petitioners failed to establish all the foregoing

requisites.

To be precise, only Alejandro was able to claim a partial amount of his retirement benefit. Thus, it is clear from the decisions of the LA, NLRC and CA that petitioners are still liable to pay Alejandro the differential on his retirement benefits. On the other hand, Agripino was actually and totally deprived of his retirement benefit.

Moreover, the petitioners, not the respondents, have the burden of proving that the quitclaim was voluntarily entered into.[36] In previous cases, we have considered, among others, the educational attainment of the employees concerned in upholding the validity of the quitclaims which they have executed in favor of their employers.[37] However, in *Becton Dickinson Phils., Inc. v. National Labor Relations Commission*,[38] we held:

There is no nexus between intelligence, or even the position which the employee held in the company when it concerns the pressure which the employer may exert upon the free will of the employee who is asked to sign a release and quitclaim. A lowly employee or a sales manager, as in the present case, who is confronted with the same dilemma of whether signing a release and quitclaim and accept what the company offers them, or refusing to sign and walk out without receiving anything, may do succumb to the same pressure, being very well aware that it is going to take quite a while before he can recover whatever he is entitled to, because it is only after a protracted legal battle starting from the labor arbiter level, all the way to this Court, can he receive anything at all. The Court understands that such a risk of not receiving anything whatsoever, coupled with the probability of not immediately getting any gainful employment or means of livelihood in the meantime, constitutes enough pressure upon anyone who is asked to sign a release and quitclaim in exchange of some amount of money which may be way below what he may be entitled to based on company practice and policy or by law.

It is worth mentioning that the respondents are rank-and-file employees. They are simple folks who rely on their work for the daily sustenance of their respective families. Absent any convincing proof of voluntariness in the submission of the documentary requirements and in the execution of the quitclaim, we cannot simply assume that respondents were not subjected to the very same pressure mentioned in *Becton*. Furthermore, the fact that respondents filed a complaint for illegal dismissal against petitioners completely negates their claim that respondents voluntarily retired. To note, respondents vigorously pursued this case against petitioners, all the way up to this Court. Without doubt, this is a manifestation that respondents had no intention of relinquishing their employment, wholly incompatible to petitioners' assertion that respondents voluntarily retired.[39]

We find no reversible error and, thus, sustain the ruling of the CA that respondents did not voluntarily retire but were rather forced to retire, tantamount to illegal dismissal.

WHEREFORE, the instant Petition is DENIED. The Decision dated September 11, 2002 and the Resolution dated January 8, 2003 of the Court of Appeals in CA-G.R. SP No. 59552 are hereby AFFIRMED. Costs against the petitioners.

SO ORDERED.

Ynares-Santiago, (Chairperson), Austria-Martinez, Chico-Nazario, and Reyes, JJ., concur.

[1] Dated February 24, 2003, rollo, pp. 10-35.

[2] Particularly docketed as CA-G.R. SP No. 59552; penned by Associate Justice B.A. Adefuin-De La Cruz (retired), with Associate Justices Wenceslao I. Agnir, Jr. (retired) and Edgardo F. Sundiam, concurring; *id.* at 50-61.

[3] Particularly docketed as NLRC Case No. V-000080-99; CA rollo, pp. 51-60.

[4] Also referred to as Rene Cabate in other pleadings and documents.

[5] CA rollo, p. 20.

[6] Entitled: AN ACT AMENDING ARTICLE 287 OF PRESIDENTIAL DECREE NO. 442, AS AMENDED, OTHERWISE KNOWN AS THE LABOR CODE OF THE PHILIPPINES, BY PROVIDING FOR RETIREMENT PAY TO QUALIFIED PRIVATE SECTOR EMPLOYEES IN THE ABSENCE OF ANY RETIREMENT PLAN IN THE ESTABLISHMENT.

[7] *Pantranco North Express, Inc. v. National Labor Relations Commission*, 328 Phil. 470, 484 (1996).

[8] Rollo, pp. 86-100.

[9] *Id.* at 94.

[10] CA rollo, p. 22.

[11] *Id.* at 21.

[12] *Id.* at 30-36.

[13] *Id.* at 58-59.

[14] *Id.* at 61-71.

[15] *Id.* at 73-74.

[16] *Id.* at 2-17.

[17] *Id.* at 162.

[18] *Id.* at 164-165.

[19] Rollo, pp. 39-47.

[20] *Id.* at 38.

[21] Rollo, pp. 15-16.

[22] Petitioner's memorandum dated May 17, 2005; *id.* at 134-158.

[23] Respondents' Memorandum dated April 4, 2005; *id.* at 113-132.

[24] G.R. No. 147993, July 21, 2006, 496 SCRA 169, 173-174, citing *Rufina Patis Factory v. Alusitain*, 434 SCRA 418 (2004), which further cited *Oro Enterprises, Inc. v. NLRC*, 238 SCRA 105 (1994) (Emphasis supplied).

[25] *Manuel L. Quezon University v. NLRC*, G.R. No. 141673, October 17, 2001, 367 SCRA 488, 495 (2001); *J.V. Angeles Construction Corporation v. NLRC*, G.R. No. 126888, April 14, 1999, 305 SCRA 734, 738; *Cabcaban v. NLRC (Fourth Division)*, G.R. No. 120256, August 18, 1997, Phil. 277 SCRA 671, 677; *Philippine Scout Veterans Security and Investigation Agency v. NLRC*, G.R. No. 115019, April 14, 1997, 271 SCRA 209, 215; and *CJC Trading, Inc. v. NLRC*, G.R. No. 115884, July 20, 1995, 246 SCRA 724.

[26] The exceptions are: (1) when the findings are grounded entirely on speculation, surmises or conjectures; (2) when the inference made is manifestly mistaken, absurd or impossible; (3) when there is grave abuse of discretion; (4) when the judgment is based on a misapprehension of facts; (5) when the findings of facts are conflicting; (6) when in making its findings the Court of Appeals went beyond the issues of the case, or its

findings are contrary to the admissions of both the appellant and the appellee; (7) when the findings are contrary to the trial court; (8) when the findings are conclusions without citation of specific evidence on which they are based; (9) when the facts set forth in the petition as well as in the petitioner's main and reply briefs are not disputed by the respondent; (10) when the findings of fact are premised on the supposed absence of evidence and contradicted by the evidence on record; and (11) when the Court of Appeals manifestly overlooked certain relevant facts not disputed by the parties, which, if properly considered, would justify a different conclusion (*Chuayuco Steel Manufacturing Corporation v. Buklod ng Manggagawa sa Chuayuco Steel Manufacturing Corporation*, G.R. No. 167347, January 31, 2007, 513 SCRA 621, 627-628).

[27] *Caseres v. Universal Robina Sugar Milling Corporation (URSUMCO)*, G.R. No. 159343, September 28, 2007, 534 SCRA 356, 359, citing *Hanjin Engineering and Construction Co., Ltd. v. Court of Appeals*, 487 SCRA 78, 100 (2006).

[28] *Pepsi Cola Products Philippines, Inc. and Ernesto F. Gochuico v. Emmanuel V. Santos*, G.R. No. 165968, April 14, 2008.

[29] *Jaculbe v. Silliman University*, G.R. No. 156934, March 16, 2007, 518 SCRA 445, 451.

[30] *Eastern Shipping Lines, inc. v. Sedan*, G.R. No. 159354, April 7, 2006, 486 SCRA 565, 572.

[31] *Capili v. National Labor Relations Commission*, G.R. No. 120802, June 17, 1997, 273 SCRA 576, 585-586.

[32] *JMM Promotions and Management, Inc. v. Court of Appeals*, 439 Phil. 1, 11 (2002).

[33] *R & E Transport, Inc. v. Latag*, 467 Phil. 355, 369 (2004).

[34] G.R. Nos. 75700-01, August 30, 1990, 189 SCRA 179, 193.

[35] *Sime Darby Pilipinas, Inc. v. Arguilla*, G.R. No. 143542, June 8, 2006, 490 SCRA 183, 201.

[36] *EMCO Plywood Corporation v. Abelgas*, G.R. No. 148532, April 14, 2004, 427 SCRA 496, 514, citing *Salonga v. NLRC*, 324 Phil. 330 (1996).

[37] In *Mendoza, Jr. v. San Miguel Foods, Inc.*, G.R. No. 158684, May 16, 2005, 458 SCRA 664, we held that the petitioner therein was not an unsuspecting or a gullible person. As adverted to by the respondents, the petitioner was a graduate of the University of the Philippines, no less, with a Bachelor of Arts degree in Economics. Surely, he knew the nature and the legal effect of the said deed.

In *Agustilo v. Court of Appeals*, 417 Phil. 218 (2001), we held that the petitioner therein was not an illiterate person who needed special protection. The petitioner held a master's degree in library science and was an instructor in political science at the University of San Carlos. He was also at that time a law student in the said university.

In *Sicangco v. National Labor Relations Commission*, G.R. No. 110261, August 4, 1994, 235 SCRA 96, we held that the petitioner therein, who was a lawyer, could not renege on the release, waiver and quitclaim he executed, since lawyers are not easily coerced into signing legal documents.

[38] G.R. Nos. 159969 & 160116, November 15, 2005, 475 SCRA 123, 147.

[39] *Amkor Technology Philippines, Inc. v. Juangco*, G.R. No. 166507, September 27, 2006, 503 SCRA 683, 689, citing *Molave Tours Corporation v. National Labor Relations Commission*, 250 SCRA 325, 330 (1995).

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