

APO CEMENT CORPORATION, PETITIONER, VS. ZALDY E. BAPTISMA, RESPONDENT.

G.R. No. 176671. June 20, 2012

Ponente: DEL CASTILLO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-176671/>

DEL CASTILLO, J.:

In labor cases, all that is required is for the employer to show substantial evidence to justify the termination of the employee.

This Petition for Review on Certiorari[1] under Rule 45 of the Rules of Court assails the Decision[2] dated November 15, 2006 and the Resolution[3] dated February 6, 2007 of the Court of Appeals (CA) in CA-G.R. CEB-SP No. 01220.

Factual Antecedents

On June 16, 1998, respondent ZalDY E. Baptisma was employed by petitioner Apo Cement Corporation, a duly registered corporation maintaining and operating a cement manufacturing plant in Tinaan, Naga, Cebu.[4]

Sometime in September 2003, petitioner received information from one of its employees, Armando Moralda (Moralda), that some of its personnel, including respondent who was then the manager of petitioner's Power Plant Department, were receiving commissions or "kickbacks" from suppliers.[5] To ascertain the veracity of the information given by Moralda, the top management of petitioner conducted an investigation during which Jerome Lobitaña (Lobitaña), one of petitioner's accredited suppliers, doing business under the name and style "Precision Process," came forward to corroborate the statement of Moralda.[6]

On October 10, 2003, Moralda and Lobitaña executed separate affidavits[7] to substantiate their claims. Pertinent portions of the affidavits read:

Moralda's Affidavit:

x x x x

3. As a Buyer/Canvasser at the Purchasing Department enjoying the trust and confidence of Mr. Tinoco, I was privy to several anomalous practices and transactions involving the procurement of various supplies and services for the Company. Among the various modus operandi employed by some people in Apo are the following:

x x x x

e. 10% to 20% of the quoted price usually set aside as bribe money for certain personnel. Suppliers would often factor-in an additional 10% to 20% in their quoted price which would be used to bribe certain Apo personnel. A canvasser like me would get about 1% to 3% of the quoted price from the winning supplier. Some suppliers would categorically inform me how much has been promised to other Apo personnel who would help facilitate the award of the contract in their favor. Among those who receive bribes from suppliers aside from

Mr. Tinoco are Mr. Jose Cruz, the Mechanical Maintenance Manager and Zaldy Baptisma, Apo Power Plant Manager.

x x x x[8]

Lobitana's Affidavit:

x x x x

8.1. There were times when Mr. Tinoco himself talked directly to the end-user [to] negotiate for the amount or percentage of the kickback that they would get from me. There was one time when Mr. Tinoco informed me that he has negotiated with Mr. Zaldy Baptisma, the Power Plant Manager, and committed to give him a ten percent (10%) "commission" or kickback for all transactions which would be awarded to me. Upon the award of the contract amounting to approximately Two Hundred Thousand Pesos (P200,000.00) and the remittance by Apo of the payment, I met with Mr. Baptisma outside the Apo plant and personally handed to him his ten percent (10%) "commission"/ kickback in cash.

x x x x[9]

Having been implicated in the irregularities, respondent, on November 3, 2003, received a Show Cause Letter with Notice of Preventive Suspension[10] from Plant Director Ariel Mendoza.[11]

On November 5, 2003, respondent submitted his written explanation[12] denying the accusations hurled against him.[13]

To further afford respondent ample opportunity to defend himself, petitioner conducted a series of administrative investigation hearings during which respondent was able to face his accusers.[14] This time, Lobitana gave a more detailed narration of the events that transpired in August and September 2002. He said:

x x x x

(a) That [on] two (2) separate occasions, I personally handed over to Mr. Baptisma some amounts representing the latter's ten [percent] (10%) "commission" and/or "kickbacks." The first instance took place sometime around the first or second week of August 2002, where I met with Mr. Baptisma at the Papa's Grill, a native restaurant located in V. Rama Avenue, Cebu City. Mr. Baptisma's two (2) subordinates, Mr. Reno Cedeño and Bobby Banzon, were also present. After our dinner, I personally handed over to Mr. Baptisma the amount of P37,701.81 (cash), which was 10% of the aggregate contract price of P377,018.19 for three (3) purchase orders I got from Apo, i.e. P.O. ON-00028642 (P159,090.91), ON-000-28630 (P168,181.82), and ON-00030162 (P49,745.46). Mr. Baptisma readily received the amount from me.

(b) That the second instance took place sometime in the second week of September 2002. I again met with Mr. Baptisma and his two (2) subordinates, Mr. Reno Cedeño and Bobby Banzon, at the same Papa's Grill Restaurant. After our dinner, I personally handed over to Mr. Baptisma the amount of P15,909.09, which was 10% of the total contract price of P159,090.91 under P.O. No. ON-00030067 dated 8 June 2002 which I got from Apo.

(c) That I submitted to the Investigating Committee copies of the Purchase Orders corresponding to the transactions I had with Apo out of which Mr. Baptisma received "commissions" and/or "kickbacks" from me, as follows:

x x x x

(d) That I maintain a notebook where I could enter the details of my dealings with Apo personnel who have been receiving "commissions" and/or "kickback[s]" from me. During the administrative investigation held on

9 December 2003, I showed to the Investigating Committee the particular portion of my notebook where I recorded the total amount of P53,610.00 representing the “commission[s]” and/or “kickbacks” that I gave to the “Power Plant Boys,” in connection with the transactions I had with Apo covered by aforementioned Purchase Orders. One of the “Power Plant Boys” I referred to in my notebook was Mr. Baptisma.

x x x x[15]

For his part, respondent presented his co-employees Bobby Banzon (Banzon), Reno Cedeño (Cedeño) and Christopher Navarro.[16] Banzon testified that sometime in December 2002, he, along with respondent and other Apo employees, went to Papa’s Grill; that on said occasion, he saw Lobitaña with some companions at another table; and that Lobitaña did not approach them but only gave food and bottles of beer through a waiter.[17] Cedeño, on the other hand, denied meeting Lobitaña at Papa’s Grill.[18]

On March 22, 2004, respondent received the Notice of Termination[19] dated March 19, 2004 informing him of his dismissal from employment effective immediately on the ground of loss of trust and confidence.[20] At the time of his termination, respondent was a Power Plant Manager earning a monthly salary of P71,100.00.[21]

On March 31, 2004, respondent filed with the Regional Arbitration Branch VII of the National Labor Relations Commission (NLRC) in Cebu City a complaint for illegal dismissal with claims for non-payments of salaries, 13th month pay, service incentive leave, damages, and attorney’s fees, docketed as RAB Case No. VII-03-0701-04, against petitioner and its Vice-President for Human Resources, Atty. Maria Virginia Ongkiko-Eala.[22]

Ruling of the Labor Arbiter

On January 5, 2005, Labor Arbiter Jose G. Gutierrez rendered judgment in favor of respondent. The Labor Arbiter opined that since respondent was not involved in the canvassing and purchasing of supplies, he could not have entered into any irregular arrangement with suppliers.[23] The Labor Arbiter likewise considered the testimony of Moralda as hearsay and the testimony of Lobitaña as self-serving and doubtful.[24] Hence, he ruled that there was “no justifiable ground to support the validity of [respondent’s] dismissal x x x.”[25] The decretal portion of his Decision[26] reads:

WHEREFORE, the foregoing premises considered, judgment is hereby rendered declaring the [respondent] illegally dismissed from his employment. [Petitioner and Atty. Eala] are therefore, directed to reinstate the complainant to his former position without loss of seniority rights and other privileges. Further, [petitioner and Atty. Eala] are directed to jointly and severally pay [respondent] the following:

- I. Backwages ----- P668,184.60
- II. 13[th] Month Pay ----- 71,200.00
- III. Unpaid Salaries ----- 16,450.00
- P755,834.60

plus P79,141.53 or ten (10%) percent attorney’s fees or a total aggregate amount of PESOS: EIGHT HUNDRED THIRTY ONE THOUSAND FOUR HUNDRED EIGHTEEN & 06/100 (P831,418.06). The amount awarded to [respondent] however should be recomputed when this decision becomes final and executory.

[Petitioner’s] counter-claim is dismissed for lack of merit.

SO ORDERED.[27]

Aggrieved, petitioner filed an appeal with the NLRC,[28] docketed as NLRC Case No. V-000248-2005.

Respondent, on the other hand, filed a Motion for Issuance of a Writ of Execution.[29]

On February 21, 2005, the Labor Arbiter ordered petitioner to reinstate respondent as Power Plant Manager of its plant at Tinaan, Naga, Cebu,[30] prompting petitioner to file an Urgent Motion for Issuance of a Temporary Restraining Order and/or Writ of Preliminary Injunction with the NLRC,[31] docketed as NLRC INJ. Case No. 000001-2005.

Ruling of the National Labor Relations Commission

On July 11, 2005, the NLRC reversed the ruling of the Labor Arbiter. It ruled that respondent's "personal and direct involvement in the irregularities complained of renders him unworthy of the trust and confidence demanded [of] his position." [32] The fallo of the Decision[33] reads:

WHEREFORE, premises considered the decision of the Labor Arbiter is hereby SET ASIDE and VACATED and a new one entered dismissing the complaint.

SO ORDERED.[34]

Respondent moved for reconsideration but his motion was denied by the NLRC in a Resolution[35] dated August 25, 2005. Thus, respondent elevated the matter to the CA.

Ruling of the Court of Appeals

On November 15, 2006, the CA reinstated the Decision of the Labor Arbiter. It ruled that petitioner failed to prove the existence of a just cause to warrant the termination of respondent as the alleged loss of trust and confidence was not based on established facts.[36] It decreed:

IN LIGHT OF ALL THE FOREGOING, the petition filed in this case is hereby GRANTED. The assailed decision dated July 11, 2005 promulgated by the National Labor Relations Commission (Fourth Division) and its subsequent resolution dated August 25, 2005 in NLRC Case No. V-000248-2005 and NLRC INJ. Case No. V-000001-2005 are hereby SET ASIDE. The decision dated January 5, 2005 of Labor Arbiter Jose G. Gutierrez is hereby REINSTATED.

IT IS SO ORDERED.[37]

On reconsideration, the CA stood pat on its finding that there was no basis for petitioner's loss of trust and confidence in respondent.[38] It, however, modified the dispositive portion of its Decision, in this wise:

WHEREFORE, [petitioner's] Motion for Reconsideration is hereby PARTIALLY GRANTED. Our Decision, dated November 15, 2006, reinstating the decision of Labor Arbiter Jose G. Gutierrez, is hereby MODIFIED. The portion of the said decision directing x x x Atty. Maria Virginia Ongkiko-Eala to pay the monetary awards in favor of [respondent] is now SET ASIDE. [Petitioner] Apo Cement Corporation is hereby ORDERED to pay [respondent] his separation pay, in lieu of the order to reinstate the latter to his former position, at the rate of one (1) month salary for every year of his employment, with a fraction of at least six (6) months being considered as one (1) year, computed from the first day of employment up to finality of this decision.

SO ORDERED.[39]**Issues**

Hence, this petition raising the following issues:

I.

IN RULING THAT “THE LOSS OF CONFIDENCE WAS NOT GROUNDED ON ESTABLISHED FACTS,” THE [CA] HAS DECIDED THE INSTANT CASE IN A WAY NOT IN ACCORD WITH LAW AND ESTABLISHED DECISIONS OF THE SUPREME COURT THAT NEITHER DIRECT EVIDENCE NOR PROOF BEYOND REASONABLE DOUBT IS REQUIRED TO JUSTIFY THE DISMISSAL OF A MANAGERIAL EMPLOYEE FOR LOSS OF TRUST AND CONFIDENCE.

II.

THE COURT OF APPEALS’ FINDING THAT “THERE WAS NO REASON WHY A SUPPLIER WOULD GIVE COMMISSION TO THE RESPONDENT” IS BASED ON GROSS MISAPPREHENSION OF FACTS, SPECULATIONS, SURMISES AND GUESSWORK, WHICH WARRANTS A REVIEW BY THE HONORABLE COURT, IN ACCORDANCE WITH THE RULING IN MEGAWORLD AND HOLDINGS, INC. VS. HON. JUDGE BENEDICTO G. COBARDE, ET. AL. IN FACT, THE SAID FINDING OF THE [CA] IS AT VARIANCE WITH AND CONTRADICTORY TO THE DEFINITIVE FINDING OF THE NATIONAL LABOR RELATIONS COMMISSION THAT THE RESPONDENT “WOULD EXERCISE SOME DISCRETION EITHER TO ACCEPT OR REJECT THE ITEMS DELIVERED BY THE SUPPLIERS” AND THAT “IT IS OBVIOUSLY BECAUSE OF THIS INHERENT POWER TO ACCEPT OR REJECT THAT MR. LOBITAÑA HAD TO GIVE 10% KICKBACKS TO THE RESPONDENT,” WHICH ALL THE MORE WARRANTS THE EXERCISE BY THE HONORABLE COURT OF ITS POWER OF REVIEW, IN ACCORDANCE WITH THE CASE OF DUCUSIN VS. COURT OF APPEALS.

III.

IN DISREGARDING THE POSITIVE AND UNBIASED TESTIMONY OF JEROME LOBITAÑA, THE [CA] X X X DECIDED THE INSTANT CASE IN A WAY NOT IN ACCORD WITH LAW AND SETTLED DECISIONS OF THE SUPREME COURT THAT THE “TESTIMONY OF A WITNESS WHO HAS NOT BEEN SHOWN TO HAVE ANY ILL-MOTIVE TO FALSELY TESTIFY AGAINST ANOTHER DESERVES FULL WEIGHT AND CREDENCE” AND THAT THE “AFFIRMATIVE TESTIMONY OF A WITNESS PREVAILS OVER A MERE SELF-SERVING AND UNSUBSTANTIATED DEFENSE OF DENIAL.”

IV.

THE [CA] X X X DECIDED THE INSTANT CASE IN A WAY NOT IN ACCORD WITH LAW AND SETTLED DECISIONS OF THE HONORABLE SUPREME COURT, WHEN IT REINSTATED THE DECISION OF THE LABOR ARBITER DATED 5 JANUARY 2005 FINDING PETITIONER GUILTY OF ILLEGAL DISMISSAL AND HOLDING IT LIABLE TO PAY RESPONDENT BACKWAGES, UNPAID SALARIES, PROPORTIONATE 13TH MONTH PAY AND ATTORNEY’S FEES, DESPITE THE FACT THAT:

(A)

RESPONDENT’S DISMISSAL WAS VALID AND THERE WAS TOTAL ABSENCE OF ANY FINDING OF BAD FAITH ON PETITIONER’S PART IN TERMINATING RESPONDENT’S EMPLOYMENT;

(B)

RESPONDENT HAS BEEN PAID HIS SALARY FOR THE PERIOD MARCH 1-15, 2004, AND THEREFORE, THE AWARD OF UNPAID SALARY HAS NO LEGAL BASIS;

(C)

RESPONDENT HAS UNPAID CASH ADVANCES AND, THEREFORE, HE CANNOT LAWFULLY CLAIM PAYMENT OF HIS SALARY FOR THE PERIOD MARCH 16-22, 2004, AND HIS PROPORTIONATE 13TH MONTH PAY FOR 2004;

(D)

RESPONDENT IS LIABLE TO PAY HIS CASH ADVANCES TO THE PETITIONER UNDER THE CASH BENEFIT AGREEMENT HE HAD SIGNED;

(E)

RESPONDENT IS NOT ENTITLED TO ATTORNEY'S FEES AS THE PETITIONER DID NOT ACT IN BAD FAITH.[40]

Simply put, the crux of the controversy is whether there was just cause for the dismissal of respondent.

Petitioner's Arguments

At the outset, petitioner asserts that this petition is an exception to the rule that only questions of law may be raised in a petition under Rule 45 of the Rules of Court.[41] It submits that a factual review of the instant case is necessary because the factual findings of the NLRC and the CA are contradictory.[42]

Petitioner also imputes error on the CA for holding that the "loss of confidence was not grounded on established facts." [43] It points out that although respondent was not tasked to canvass, award, and approve the purchase orders for company supplies and equipment, he, nevertheless, had some authority to reject the delivery and demand replacement.[44] Petitioner likewise denies any inconsistencies in the affidavits of Lobitaña,[45] and claims that in the absence of any ill-motive on the part of Lobitaña to falsely accuse respondent of the offense, Lobitaña's testimony should prevail over the bare denials of respondent and his witnesses.[46]

Respondent's Arguments

Respondent prays for the dismissal of the petition on the ground that factual issues are not allowed in a petition filed under Rule 45 of the Rules of Court.[47] In any case, he insists that he was terminated without cause as the affidavits of Lobitaña do not merit any weight and consideration.[48] He maintains that the affidavits of Lobitaña are full of fabrications and inconsistencies.[49] Thus, he implores that the ruling of the Labor Arbiter, as affirmed by the CA, be upheld.[50]

Our Ruling

The petition has merit.

The rule that only questions of law may be raised in a petition brought under Rule 45 of the Rules of Court is not without exception. Factual review may warrant when the factual findings of the NLRC are contrary to those of the Labor Arbiter and the CA;[51] or when the CA's findings of fact, supposedly premised on the absence of evidence, are contradicted by evidence on record.[52] In this case, the Labor Arbiter and the CA found no just cause to warrant the dismissal of respondent. The NLRC, however, found otherwise. A factual review is, therefore, in order.

To validly dismiss an employee on the ground of loss of trust and confidence under Article 282 (c)[53] of the Labor Code of the Philippines, the following guidelines must be observed: "1) loss of confidence should not be simulated; 2) it should not be used as subterfuge for causes which are improper, illegal or unjustified; 3) it may not be arbitrarily asserted in the face of overwhelming evidence to the contrary; and 4) it must be genuine, not a

mere afterthought to justify earlier action taken in bad faith.”[54] More important, it “must be based on a willful breach of trust and founded on clearly established facts.”[55]

In this case, we agree with the NLRC that the termination of respondent on the ground of loss of trust and confidence was justified. Unlike the Labor Arbiter and the CA, we find the testimony of Lobitaña credible and truthful.

To begin with, we find no inconsistencies between the first and the second affidavits of Lobitaña. If at all, the only difference between the two is that the second affidavit is more detailed than the first one. This, however, is understandable considering that the first affidavit was executed by Lobitaña during petitioner’s initial investigation, when it was still verifying the information it received from Moralda, while the second affidavit, which contains Lobitaña’s testimony during respondent’s administrative hearing, was executed long after the investigation was conducted.

Also, there appears to be no ill-motive on the part of Lobitaña to falsely accuse respondent of accepting commissions and/or “kickbacks.” In fact, it was not Lobitaña but Moralda who reported the irregularities to petitioner. Lobitaña came forward only during petitioner’s initial investigation to confirm the testimony of Moralda that some personnel were indeed receiving commissions and/or “kickbacks.”

Moreover, as between the positive testimony of Lobitaña that he gave respondent commissions and/or “kickbacks” on two separate occasions, and the negative testimony of respondent’s witnesses Cedeño and Banzon that no such meeting took place, we are more inclined to give credence to the former. It bears stressing that a positive testimony prevails over a negative one,[56] more especially in this case where respondent’s witnesses did not even execute affidavits to attest to the truthfulness of their statements. Thus, it was error on the part of the Labor Arbiter and the CA to disregard the testimony of Lobitaña.

Likewise erroneous is the reasoning of the Labor Arbiter and the CA that since respondent was not involved in the procurement process, he could not be guilty of violating Section 2.04[57] of petitioner’s Company Rules and Regulations, which prohibits employees from:

Obtaining or accepting money or anything of value by entering into unauthorized arrangements(s) with supplier (s), client(s) or other outsiders(s).

This is a non sequitur. As aptly pointed out by the NLRC, although he was not directly involved in the procurement process, respondent, as the then Power Plant Manager, had some power or authority “vital and indispensable to the procurement process.”[58] Quoted below is the NLRC’s ratiocination, which we approve and adopt:

After going through the records, we are afraid the Labor Arbiter completely missed the point. While canvassing, awarding, and approving of purchase orders for company supplies, materials and equipment may not strictly be the official functions of the [respondent], these being the concerns of the Procurement Department, nevertheless as the then Power Plant Manager, [respondent] actually wielded some authority which is vital and indispensable to the “procurement process.” As is usual in any industrial firm, the procurement of company supplies, materials, and equipment is being handled by its procurement department, then headed by Mr. Romeo Tinoco, Jr. The procurement department is tasked with the duty to “canvass” and place “purchase orders” for supplies, materials, and equipment sought to be procured by the other departments, from which the purchase request originated. The requesting department which generated the Purchase Request is called the “end-user” or “requestor.”

Being more familiar with the particulars of the supplies, materials and equipment that their respective department[s] need, especially the technical aspect of it, the “end-users” are tasked with the duty to provide the

specifications of the supplies, materials, equipment sought to be procured for their respective department[s]. Since the “end-users” are the ones [who] provide for specifications, they are necessarily empowered to determine whether the materials or equipment delivered by the supplier have complied with the given specifications. If the item delivered fails to meet the given specifications, the end-user has the discretion to reject the delivery and demand for replacement.

One of the end-users that often generates purchase requests is the Power Plant, of which [respondent] was then the manager. Being then the manager of the Power Plant, it was [respondent’s] duty to approve purchase requisition[s] and prepare or caused to be prepared the desired specifications of the item sought to be procured for the Power Plant, especially on the technical side of the items. Upon the delivery, [respondent] has the authority to determine if the items or equipment delivered are in accordance with the specifications given.

In performing this function, [respondent] would exercise some discretion either to accept the items delivered if he finds them to have complied with the desired specifications or reject the same if to his judgment the items delivered failed to meet the desired specifications. In fact, [respondent] himself categorically admitted during the administrative investigation that in the event the item is rejected, the end-user has the right to demand for replacement:

x x x x

Thus, to the mind of any supplier, the role of the end-user, like the Power Plant then headed by [respondent], in the entire procurement process is as important and indispensable as that of the procurement personnel. Since the final acceptance of the items and/or equipment delivered/supplied by a supplier lies with the “end-user,” the “end-user” equally wields the power to “make or break” a supplier, and therefore, the suppliers have all the reasons in the world to “bribe” the “end-users” if only to smoothen the acceptance of the items supplied/delivered.

Consequently, just because [respondent’s] signature cannot be found in Annexes “10,” “10-A,” “10-B,” “12,” “12-A,” “13” and “13-A,” it does not necessarily mean that “he has absolutely nothing to do” with the entire procurement process. As said, while [respondent] may not have been empowered, “to canvass and award purchase orders to suppliers,” he was empowered, as an end-user, to determine whether to accept or reject any item delivered by any supplier, which authority is part and parcel of the entire procurement mechanism put in place by the company.

It is obviously because of this inherent power to accept or reject any item delivered that Mr. Lobitaña had to give 10% kickbacks to the [respondent]. x x x[59]

All told, we find that the testimony of Lobitaña constitutes substantial evidence to prove that respondent, as the then Power Plant Manager, accepted commissions and/or “kickbacks” from suppliers, which is a clear violation of Section 2.04 of petitioner’s Company Rules and Regulations. Jurisprudence consistently holds that for managerial employees “the mere existence of a basis for believing that such employee has breached the trust of his employer would suffice for his dismissal.” [60] As we then see it, respondent’s termination was for a just and valid cause.

WHEREFORE, the petition is hereby GRANTED. The assailed Decision dated November 15, 2006 and the Resolution dated February 6, 2007 of the Court of Appeals in CA-G.R. CEB-SP No. 01220 are hereby REVERSED and SET ASIDE. The Decision of the National Labor Relations Commission dated July 11, 2005 and its Resolution dated August 25, 2005 are hereby REINSTATED and AFFIRMED.

SO ORDERED.

Leonardo-De Castro,[*] (Acting Chairperson), Bersamin, Villarama, Jr., and Perlas-Bernabe,[**] JJ., concur.

[*] Per Special Order No. 1226 dated May 30, 2012.

[**] Per Special Order No. 1227 dated May 30, 2012.

[1] Rollo, pp. 3-354 with Annexes “A” to “HH” inclusive.

[2] Id. at 59-67; penned by Associate Justice Romeo F. Barza and concurred in by Associate Justices Isaias P. Dicdican and Priscilla Baltazar-Padilla.

[3] Id. at 68-74.

[4] Id. at 8 and 10.

[5] Id. at 191.

[6] Id.

[7] Id. at 84-87 and 88-91.

[8] Id. at 85-86.

[9] Id. at 89.

[10] Id. at 92-93.

[11] Id. at 60.

[12] Id. at 94.

[13] Id. at 60.

[14] Id. at 15.

[15] Id. at 97-98.

[16] Id. at 189.

[17] Id. at 190.

[18] Id.

[19] Id. at 109.

[20] Id. at 192.

[21] Id. at 60.

[22] Id. at 20 and 189.

[23] Id. at 195.

[24] Id. at 195-196.

[25] Id. at 196.

[26] Id. at 189-198.

[27] Id. at 197-198.

[28] Id. at 61.

[29] Id.

[30] Id. at 61-62.

[31] Id. at 62.

[32] Id. at 276.

[33] Id. at 260-281; penned by Commissioner Oscar S. Uy and concurred in by Presiding Commissioner Gerardo C. Nograles and Commissioner Aurelio D. Menzon.

[34] Id. at 281.

[35] Id. at 282.

[36] Id. at 65-66.

[37] Id. at 66.

[38] Id. at 72.

[39] Id. at 73-74.

[40] Id. at 22-24.

[41] Id. at 465.

[42] Id. at 465-470.

[43] Id. at 470.

[44] Id. at 477-481.

[45] Id. at 485-490.

[46] Id. at 490-493.

[47] Id. at 431-432.

[48] Id. at 432-437.

[49] Id.

[50] Id. at 432-433.

[51] Hanjin Heavy Industries and Construction Co., Ltd. v. Ibañez, G.R. No. 170181, June 26, 2008, 555 SCRA 537, 549.

[52] Sevilla v. Court of Appeals, G.R. No. 150284, November 22, 2010, 635 SCRA 508, 515.

[53] Art. 282. Termination by employer. – An employer may terminate an employment for any of the following causes:

x x x x

(c) Fraud or willful breach by the employee of the trust reposed in him by his employer or duly authorized representative;

x x x x

[54] Rubia v. National Labor Relations Commission, Fourth Division, G.R. No. 178621, July 26, 2010, 625 SCRA 494, 506.

[55] Sunrise Holiday Concepts, Inc. v. Arugay, G.R. No. 189457, April 13, 2011, 648 SCRA 785, 792.

[56] Arboleda v. National Labor Relations Commission, 362 Phil. 383, 390 (1999).

[57] Rollo, p. 77.

[58] Id. at 271.

[59] Id. at 271-275.

[60] House of Sara Lee v. Rey, 532 Phil. 121, 139 (2006).

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.