

**LYNVIL FISHING ENTERPRISES, INC. AND/OR ROSENDO S. DE BORJA,
PETITIONERS, VS. ANDRES G. ARIOLA, JESSIE D. ALCOVENDAS,
JIMMY B. CALINAO AND LEOPOLDO G. SEBULLEN, RESPONDENTS.**

G.R. No. 181974. February 01, 2012

Ponente: PEREZ, J.

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PEREZ, J.:

Before the Court is a Petition for Review on Certiorari[1] of the Decision[2] of the Fourteenth Division of the Court of Appeals in CA-G.R. SP No. 95094 dated 10 September 2007, granting the Writ of Certiorari prayed for under Rule 65 of the 1997 Revised Rules of Civil Procedure by herein respondents Andres G. Ariola, Jessie D. Alcovendas, Jimmy B. Calinao and Leopoldo Sebulen thereby reversing the Resolution of the National Labor Relations Commission (NLRC). The dispositive portion of the assailed decision reads:

WHEREFORE, premises considered, the Decision dated March 31, 2004 rendered by the National Labor Relations Commission is hereby REVERSED and SET ASIDE. In lieu thereof, the Decision of the Labor Arbiter is hereby REINSTATED, except as to the award of attorney's fees, which is ordered DELETED.[3]

The version of the petitioners follows:

1. Lynvil Fishing Enterprises, Inc. (Lynvil) is a company engaged in deep-sea fishing, operating along the shores of Palawan and other outlying islands of the Philippines.[4] It is operated and managed by Rosendo S. de Borja.
2. On 1 August 1998, Lynvil received a report from Romanito Clarido, one of its employees, that on 31 July 1998, he witnessed that while on board the company vessel Analyn VIII, Lynvil employees, namely: Andres G. Ariola (Ariola), the captain; Jessie D. Alcovendas (Alcovendas), Chief Mate; Jimmy B. Calinao (Calinao), Chief Engineer; Ismael G. Nubla (Nubla), cook; Elorde Bañez (Bañez), oiler; and Leopoldo D. Sebulen (Sebulen), bodegero, conspired with one another and stole eight (8) tubs of "pampano" and "tangigue" fish and delivered them to another vessel, to the prejudice of Lynvil.[5]
3. The said employees were engaged on a per trip basis or "por viaje" which terminates at the end of each trip. Ariola, Alcovendas and Calinao were managerial field personnel while the rest of the crew were field personnel.[6]
4. By reason of the report and after initial investigation, Lynvil's General Manager Rosendo S. De Borja (De Borja) summoned respondents to explain within five (5) days why they should not be dismissed from service. However, except for Alcovendas and Bañez,[7] the respondents refused to sign the receipt of the notice.
5. Failing to explain as required, respondents' employment was terminated.
6. Lynvil, through De Borja, filed a criminal complaint against the dismissed employees for violation of P.D. 532, or the Anti-Piracy and Anti-Highway Robbery Law of 1974 before the Office of the City Prosecutor of Malabon City.[8]

7. On 12 November 1998, First Assistant City Prosecutor Rosauo Silverio found probable cause for the indictment of the dismissed employees for the crime of qualified theft[9] under the Revised Penal Code.

On the other hand, the story of the defense is:

1. The private respondents were crew members of Lynvil's vessel named Analyn VIII.[10]
2. On 31 July 1998, they arrived at the Navotas Fishport on board Analyn VIII loaded with 1,241 bañeras of different kinds of fishes. These bañeras were delivered to a consignee named SAS and Royale.[11]

The following day, the private respondents reported back to Lynvil office to inquire about their new job assignment but were told to wait for further advice. They were not allowed to board any vessel.[12]

3. On 5 August 1998, only Alcovendas and Bañez received a memorandum from De Borja ordering them to explain the incident that happened on 31 July 1998. Upon being informed about this, Ariola, Calinao, Nubla and Sebullen went to the Lynvil office. However, they were told that their employments were already terminated.[13]

Aggrieved, the employees filed with the Arbitration Branch of the National Labor Relations Commission-National Capital Region on 25 August 1998 a complaint for illegal dismissal with claims for backwages, salary differential reinstatement, service incentive leave, holiday pay and its premium and 13[th] month pay from 1996 to 1998. They also claimed for moral, exemplary damages and attorney's fees for their dismissal with bad faith.[14]

They added that the unwarranted accusation of theft stemmed from their oral demand of increase of salaries three months earlier and their request that they should not be required to sign a blank payroll and vouchers.[15]

On 5 June 2002, Labor Arbiter Ramon Valentin C. Reyes found merit in complainants' charge of illegal dismissal.[16] The dispositive portion reads:

WHEREFORE, premises considered, judgment is hereby rendered finding that complainants were illegally dismissed, ordering respondents to jointly and severally pay complainants (a) separation pay at one half month pay for every year of service; (b) backwages; (c) salary differential; (d) 13[th] month pay; and (e) attorney's fees, as follows:

"1) Andres Ariola

Backwages

P234,000.00

(P6,500.00 x 36 = P234,000.00)

Separation Pay - P74,650.00

13[th] Month Pay - P6,500.00

P325,250.00

"2) Jessie Alcovendas

Backwages

P195,328.00

(P5,148.00 x 36 = P195,328.00)

Separation Pay - P44,304.00

13[th] Month Pay - 5,538.00

Salary Differential - 1,547.52

P246,717.52

"3) Jimmy Calinao

Backwages P234,000.00

(P6,500.00 x 36 = P234,000.00)

Separation Pay - 55,250.00

13[th] Month Pay -

P6,500.00

P295,700.00

"4) Leopoldo Sebullen

Backwages

P154,440.00

(P4, 290.00 x 36 = P154,440.00)

Separation Pay - P44,073.00

13[th] Month Pay - 2,473.12

Salary Differential - 4,472.00

P208,455.12

"5) Ismael Nubla

Backwages

P199,640.12

Separation Pay - P58,149.00

13[th] Month Pay - 2,473.12

Salary Differential - P5,538.00

P265, 28.12

TOTAL

P 1, 341, 650.76

All other claims are dismissed for lack of merit."[17]

The Labor Arbiter found that there was no evidence showing that the private respondents received the 41 bañeras of "pampano" as alleged by De Borja in his reply-affidavit; and that no proof was presented that the 8 bañeras of pampano [and tangigue] were missing at the place of destination.[18]

The Labor Arbiter disregarded the Resolution of Assistant City Prosecutor Rosauo Silverio on the theft case. He reasoned out that the Labor Office is governed by different rules for the determination of the validity of the dismissal of employees.[19]

The Labor Arbiter also ruled that the contractual provision that the employment terminates upon the end of each trip does not make the respondents' dismissal legal. He pointed out that respondents and Lynvil did not negotiate on equal terms because of the moral dominance of the employer.[20]

The Labor Arbiter found that the procedural due process was not complied with and that the mere notice given to the private respondents fell short of the requirement of "ample opportunity" to present the employees' side.[21]

On appeal before the National Labor Relations Commission, petitioners asserted that private respondents were only contractual employees; that they were not illegally dismissed but were accorded procedural due process and that De Borja did not commit bad faith in dismissing the employees so as to warrant his joint liability with Lynvil.[22]

On 31 March 2004, the NLRC reversed and set aside the Decision of the Labor Arbiter. The dispositive portion reads:

WHEREFORE, judgment is hereby rendered REVERSING AND SETTING ASIDE the Decision of the Labor Arbiter a quo and a new one entered DISMISSING the present complaints for utter lack of merit;

However as above discussed, an administrative fine of PhP5,000.00 for each complainant, Andres Ariola, Jessie Alcovendas, Jimmy Canilao, Leopoldo Sebullen and Ismael Nobla or a total of PhP25,000.00 is hereby awarded.[23]

The private respondents except Elorde Bañez filed a Petition for Certiorari[24] before the Court of Appeals alleging grave abuse of discretion on the part of NLRC.

The Court of Appeals found merit in the petition and reinstated the Decision of the Labor Arbiter except as to the award of attorney's fees. The appellate court held that the allegation of theft did not warrant the dismissal of the employees since there was no evidence to prove the actual quantities of the missing kinds of fish loaded to Analyn VIII.[25] It also reversed the finding of the NLRC that the dismissed employees were merely contractual employees and added that they were regular ones performing activities which are usually necessary or desirable in the business and trade of Lynvil. Finally, it ruled that the two-notice rule provided by law and jurisprudence is mandatory and non-compliance therewith rendered the dismissal of the employees illegal.

The following are the assignment of errors presented before this Court by Lynvil:

I

THE HONORABLE COURT OF APPEALS ERRED IN FAILING TO CONSIDER THE ESTABLISHED DOCTRINE LAID DOWN IN NASIPIT LUMBER COMPANY V. NLRC HOLDING THAT THE FILING OF A CRIMINAL CASE BEFORE THE PROSECUTOR'S OFFICE CONSTITUTES SUFFICIENT BASIS FOR A VALID TERMINATION OF EMPLOYMENT ON THE GROUNDS OF SERIOUS MISCONDUCT AND/OR LOSS OF TRUST AND CONFIDENCE.

II

THE HONORABLE COURT OF APPEALS ERRED IN RULING THAT THE TERMINATION OF RESPONDENTS' EMPLOYMENT WAS NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.

III

THE HONORABLE COURT OF APPEALS ERRED IN FAILING TO CONSIDER THAT THE RESPONDENTS' EMPLOYMENT, IN ANY EVENT, WERE CONTRACTUAL IN NATURE BEING ON A PER VOYAGE BASIS. THUS, THEIR RESPECTIVE EMPLOYMENT TERMINATED AFTER THE END OF EACH VOYAGE

IV

THE HONORABLE COURT OF APPEALS ERRED IN RULING THAT THE RESPONDENTS WERE NOT ACCORDED PROCEDURAL DUE PROCESS.

V

THE HONORABLE COURT OF APPEALS ERRED IN RULING THAT THE RESPONDENTS ARE ENTITLED TO THE PAYMENT OF THEIR MONEY CLAIMS.

VI

THE HONORABLE COURT OF APPEALS ERRED IN FAILING TO CONSIDER THAT PETITIONER ROSENDO S. DE BORJA IS NOT JOINTLY AND SEVERALLY LIABLE FOR THE JUDGMENT WHEN THERE WAS NO FINDING OF BAD FAITH.[26]

The Court's Ruling

The Supreme Court is not a trier of facts. Under Rule 45,[27] parties may raise only questions of law. We are not duty-bound to analyze again and weigh the evidence introduced in and considered by the tribunals below. Generally when supported by substantial evidence, the findings of fact of the CA are conclusive and binding on the parties and are not reviewable by this Court, unless the case falls under any of the following recognized exceptions:

(1)

When the conclusion is a finding grounded entirely on speculation, surmises and conjectures;

(2)

When the inference made is manifestly mistaken, absurd or impossible;

(3)

Where there is a grave abuse of discretion;

(4)

When the judgment is based on a misapprehension of facts;

(5)

When the findings of fact are conflicting;

(6)

When the Court of Appeals, in making its findings, went beyond the issues of the case and the same is contrary to the admissions of both appellant and appellee;

(7)

When the findings are contrary to those of the trial court;

(8)

When the findings of fact 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 petitioners' main and reply briefs are not disputed by the respondents; and

(10)

When the findings of fact of the Court of Appeals are premised on the supposed absence of evidence and contradicted by the evidence on record. (Emphasis supplied)[28]

The contrariety of the findings of the Labor Arbiter and the NLRC prevents reliance on the principle of special administrative expertise and provides the reason for judicial review, at first instance by the appellate court, and on final study through the present petition.

In the first assignment of error, Lynvil contends that the filing of a criminal case before the Office of the Prosecutor is sufficient basis for a valid termination of employment based on serious misconduct and/or loss of trust and confidence relying on *Nasipit Lumber Company v. NLRC*. [29]

Nasipit is about a security guard who was charged with qualified theft which charge was dismissed by the Office of the Prosecutor. However, despite the dismissal of the complaint, he was still terminated from his employment on the ground of loss of confidence. We ruled that proof beyond reasonable doubt of an employee's misconduct is not required when loss of confidence is the ground for dismissal. It is sufficient if the employer has "some basis" to lose confidence or that the employer has reasonable ground to believe or to entertain the moral conviction that the employee concerned is responsible for the misconduct and that the nature of his participation therein rendered him absolutely unworthy of the trust and confidence demanded by his position. [30] It added that the dropping of the qualified theft charges against the respondent is not binding upon a labor tribunal. [31]

In *Nicolas v. National Labor Relations Commission*, [32] we held that a criminal conviction is not necessary to find just cause for employment termination. Otherwise stated, an employee's acquittal in a criminal case, especially one that is grounded on the existence of reasonable doubt, will not preclude a determination in a labor case that he is guilty of acts inimical to the employer's interests. [33] In the reverse, the finding of probable cause is not followed by automatic adoption of such finding by the labor tribunals.

In other words, whichever way the public prosecutor disposes of a complaint, the finding does not bind the labor tribunal.

Thus, Lynvil cannot argue that since the Office of the Prosecutor found probable cause for theft the Labor Arbiter must follow the finding as a valid reason for the termination of respondents' employment. The proof required for purposes that differ from one and the other are likewise different.

Nonetheless, even without reliance on the prosecutor's finding, we find that there was valid cause for respondents' dismissal.

In illegal dismissal cases, the employer bears the burden of proving that the termination was for a valid or authorized cause. [34]

Just cause is required for a valid dismissal. The Labor Code [35] provides that an employer may terminate an employment based on fraud or willful breach of the trust reposed on the employee. Such breach is considered willful if it is done intentionally, knowingly, and purposely, without justifiable excuse, as distinguished from an

act done carelessly, thoughtlessly, heedlessly or inadvertently. It must also be based on substantial evidence and not on the employer's whims or caprices or suspicions otherwise, the employee would eternally remain at the mercy of the employer. Loss of confidence must not be indiscriminately used as a shield by the employer against a claim that the dismissal of an employee was arbitrary. And, in order to constitute a just cause for dismissal, the act complained of must be work-related and shows that the employee concerned is unfit to continue working for the employer. In addition, loss of confidence as a just cause for termination of employment is premised on the fact that the employee concerned holds a position of responsibility, trust and confidence or that the employee concerned is entrusted with confidence with respect to delicate matters, such as the handling or care and protection of the property and assets of the employer. The betrayal of this trust is the essence of the offense for which an employee is penalized.[36]

Breach of trust is present in this case.

We agree with the ruling of the Labor Arbiter and Court of Appeals that the quantity of tubs expected to be received was the same as that which was loaded. However, what is material is the kind of fish loaded and then unloaded. Sameness is likewise needed.

We cannot close our eyes to the positive and clear narration of facts of the three witnesses to the commission of qualified theft. Jonathan Distajo, a crew member of the Analyn VIII, stated in his letter addressed to De Borja[37] dated 8 August 1998, that while the vessel was traversing San Nicolas, Cavite, he saw a small boat approach them. When the boat was next to their vessel, Alcovendas went inside the stockroom while Sebullen pushed an estimated four tubs of fish away from it. Ariola, on the other hand, served as the lookout and negotiator of the transaction. Finally, Bañez and Calinao helped in putting the tubs in the small boat. He further added that he received P800.00 as his share for the transaction. Romanito Clarido, who was also on board the vessel, corroborated the narration of Distajo on all accounts in his 25 August 1998 affidavit.[38] He added that Alcovendas told him to keep silent about what happened on that day. Sealing tight the credibility of the narration of theft is the affidavit[39] executed by Elorde Bañez dated 3 May 1999. Bañez was one of the dismissed employees who actively participated in the taking of the tubs. He clarified in the affidavit that the four tubs taken out of the stockroom in fact contained fish taken from the eight tubs. He further stated that Ariola told everyone in the vessel not to say anything and instead file a labor case against the management. Clearly, we cannot fault Lynvil and De Borja when it dismissed the employees.

The second to the fifth assignment of errors interconnect.

The nature of employment is defined in the Labor Code, thus:

Art. 280. Regular and casual employment. The provisions of written agreement to the contrary notwithstanding and regardless of the oral agreement of the parties, an employment shall be deemed to be regular where the employee has been engaged to perform activities which are usually necessary or desirable in the usual business or trade of the employer, except where the employment has been fixed for a specific project or undertaking the completion or termination of which has been determined at the time of the engagement of the employee or where the work or service to be performed is seasonal in nature and the employment is for the duration of the season.

An employment shall be deemed to be casual if it is not covered by the preceding paragraph: Provided, That any employee who has rendered at least one year of service, whether such service is continuous or broken, shall be considered a regular employee with respect to the activity in which he is employed and his employment shall continue while such activity exists.

Lynvil contends that it cannot be guilty of illegal dismissal because the private respondents were employed under

a fixed-term contract which expired at the end of the voyage. The pertinent provisions of the contract are:

xxxx

- NA ako ay sumasang-ayon na maglingkod at gumawa ng mga gawain sang-ayon sa patakarang "por viaje" na magmumula sa pagalis sa Navotas papunta sa pangisdaan at pagbabalik sa pondohan ng lantsa sa Navotas, Metro Manila;

xxxx

- NA ako ay nakipagkasundo na babayaran ang aking paglilingkod sa paraang "por viaje" sa halagang P_____ isang biyahe ng kabuuang araw xxxx.[40]

Lynvil insists on the applicability of the case of Brent School,[41] to wit:

Accordingly, and since the entire purpose behind the development of legislation culminating in the present Article 280 of the Labor Code clearly appears to have been, as already observed, to prevent circumvention of the employee's right to be secure in his tenure, the clause in said article indiscriminately and completely ruling out all written or oral agreements conflicting with the concept of regular employment as defined therein should be construed to refer to the substantive evil that the Code itself has singled out: agreements entered into precisely to circumvent security of tenure. It should have no application to instances where a fixed period of employment was agreed upon knowingly and voluntarily by the parties, without any force, duress or improper pressure being brought to bear upon the employee and absent any other circumstances vitiating his consent, or where it satisfactorily appears that the employer and employee dealt with each other on more or less equal terms with no moral dominance whatever being exercised by the former over the latter. Unless thus limited in its purview, the law would be made to apply to purposes other than those explicitly stated by its framers; it thus becomes pointless and arbitrary, unjust in its effects and apt to lead to absurd and unintended consequences.

Contrarily, the private respondents contend that they became regular employees by reason of their continuous hiring and performance of tasks necessary and desirable in the usual trade and business of Lynvil.

Jurisprudence,[42] laid two conditions for the validity of a fixed-contract agreement between the employer and employee:

First, the fixed period of employment was knowingly and voluntarily agreed upon by the parties without any force, duress, or improper pressure being brought to bear upon the employee and absent any other circumstances vitiating his consent; or

Second, it satisfactorily appears that the employer and the employee dealt with each other on more or less equal terms with no moral dominance exercised by the former or the latter.[43]

Textually, the provision that: "NA ako ay sumasang-ayon na maglingkod at gumawa ng mga gawain sang-ayon sa patakarang "por viaje" na magmumula sa pagalis sa Navotas papunta sa pangisdaan at pagbabalik sa pondohan ng lantsa sa Navotas, Metro Manila" is for a fixed period of employment. In the context, however, of the facts that: (1) the respondents were doing tasks necessarily to Lynvil's fishing business with positions ranging from captain of the vessel to bodegero; (2) after the end of a trip, they will again be hired for another trip with new contracts; and (3) this arrangement continued for more than ten years, the clear intention is to go around the security of tenure of the respondents as regular employees. And respondents are so by the express provisions of the second paragraph of Article 280, thus:

xxx Provided, That any employee who has rendered at least one year of service, whether such service is continuous or broken, shall be considered a regular employee with respect to the activity in which he is employed and his employment shall continue while such activity exists.

The same set of circumstances indicate clearly enough that it was the need for a continued source of income that forced the employees' acceptance of the "por viaje" provision.

Having found that respondents are regular employees who may be, however, dismissed for cause as we have so found in this case, there is a need to look into the procedural requirement of due process in Section 2, Rule XXIII, Book V of the Rules Implementing the Labor Code. It is required that the employer furnish the employee with two written notices: (1) a written notice served on the employee specifying the ground or grounds for termination, and giving to said employee reasonable opportunity within which to explain his side; and (2) a written notice of termination served on the employee indicating that upon due consideration of all the circumstances, grounds have been established to justify his termination.

From the records, there was only one written notice which required respondents to explain within five (5) days why they should not be dismissed from the service. Alcovendas was the only one who signed the receipt of the notice. The others, as claimed by Lynvil, refused to sign. The other employees argue that no notice was given to them. Despite the inconsistencies, what is clear is that no final written notice or notices of termination were sent to the employees.

The twin requirements of notice and hearing constitute the elements of [due] process in cases of employee's dismissal. The requirement of notice is intended to inform the employee concerned of the employer's intent to dismiss and the reason for the proposed dismissal. Upon the other hand, the requirement of hearing affords the employee an opportunity to answer his employer's charges against him and accordingly, to defend himself therefrom before dismissal is effected.[44] Obviously, the second written notice, as indispensable as the first, is intended to ensure the observance of due process.

Applying the rule to the facts at hand, we grant a monetary award of P50,000.00 as nominal damages, this, pursuant to the fresh ruling of this Court in *Culili v. Eastern Communication Philippines, Inc.*[45] Due to the failure of Lynvil to follow the procedural requirement of two-notice rule, nominal damages are due to respondents despite their dismissal for just cause.

Given the fact that their dismissal was for just cause, we cannot grant backwages and separation pay to respondents. However, following the findings of the Labor Arbiter who with the expertise presided over the proceedings below, which findings were affirmed by the Court of Appeals, we grant the 13[th] month pay and salary differential of the dismissed employees.

Whether De Borja is jointly and severally liable with Lynvil

As to the last issue, this Court has ruled that in labor cases, the corporate directors and officers are solidarily liable with the corporation for the termination of employment of employees done with malice or in bad faith.[46] Indeed, moral damages are recoverable when the dismissal of an employee is attended by bad faith or fraud or constitutes an act oppressive to labor, or is done in a manner contrary to good morals, good customs or public policy.

It has also been discussed in *MAM Realty Development Corporation v. NLRC*[47] that:

x x x A corporation being a juridical entity, may act only through its directors, officers and employees. Obligations incurred by them, acting as such corporate agents, are not theirs but the direct accountabilities of the corporation they represent. True, solidary liabilities may at times be incurred but only when exceptional circumstances warrant such as, generally, in the following cases:

1. When directors and trustees or, in appropriate cases, the officers of a corporation:

xxx

(b) act in bad faith or with gross negligence in directing the corporate affairs;

x x x [48]

The term "bad faith" contemplates a "state of mind affirmatively operating with furtive design or with some motive of self-interest or will or for ulterior purpose." [49]

We agree with the ruling of both the NLRC and the Court of Appeals when they pronounced that there was no evidence on record that indicates commission of bad faith on the part of De Borja. He is the general manager of Lynvil, the one tasked with the supervision by the employees and the operation of the business. However, there is no proof that he imposed on the respondents the "por viaje" provision for purpose of effecting their summary dismissal.

WHEREFORE, the petition is partially GRANTED. The 10 September 2007 Decision of the Court of Appeals in CA-G.R. SP No. 95094 reversing the Resolution dated 31 March 2004 of the National Labor Relations Commission is hereby MODIFIED. The Court hereby rules that the employees were dismissed for just cause by Lynvil Fishing Enterprises, Inc. and Rosendo S. De Borja, hence, the reversal of the award for backwages and separation pay. However, we affirm the award for 13[th] month pay, salary differential and grant an additional P50,000.00 in favor of the employees representing nominal damages for petitioners' non-compliance with statutory due process. No cost.

SO ORDERED.

Carpio, (Chairperson), Brion, Sereno, and Reyes, JJ., concur.

[1] Rollo, pp. 3-51.

[2] Penned by Associate Justice Arcangelita M. Romilla-Lontok with Associate Justices Mariano C. Del Castillo (now a member of this Court) and Romeo F. Barza concurring. Id. at 60-70.

[3] Id. at 70.

[4] Position Paper of Lynvil, id. at 144.

[5] Id. at 144-145.

[6] Id. at 145.

[7] Id.

[8] Id.

[9] Art. 310, Revised Penal Code. Art. 310. Qualified theft. -- The crime of theft shall be punished by the penalties next higher by two degrees than those respectively specified in the next preceding article, if committed by a domestic servant, or with grave abuse of confidence, or if the property stolen is motor vehicle, mail matter or large cattle or consists of coconuts taken from the premises of the plantation or fish taken from a fishpond or fishery, or if property is taken on the occasion of fire, earthquake, typhoon, volcanic eruption, or any other calamity, vehicular accident or civil disturbance.

[10] Position Paper of the Private Respondents, rollo, p. 124.

[11] Id. at 126.

[12] Id.

[13] Id.

[14] Complaint Forms, id. at 119-122.

[15] Id. at 126-127.

[16] Id. at 190-203.

[17] Decision of the Labor Arbiter, id. at 202-203.

[18] Id. at 198.

[19] Id. at 199.

[20] Id. at 763.

[21] Id. at 764.

[22] Decision of the NLRC, id. at 251.

[23] Id. at 264.

[24] Id. at 279-297.

[25] Decision of the Court of Appeals, id. at 66.

[26] Id. at 9-10.

[27] Revised Rules on Civil Procedure.

[28] Cirtek Employees Labor Union-Federation of Free Workers v. Cirtek Electronics, Inc., G.R. No. 190515, 6 June 2011.

[29] 257 Phil. 937 (1989).

[30] Id. at 946.

[31] Id. at 946-947.

[32] 327 Phil. 883, 886-887 (1996); Reno Foods, Inc. v. Nagkakaisang Lakas ng Manggagawa (NLM) - Katipunan, G.R. No. 164016, 15 March 2010, 615 SCRA 240.

[33] Reno Foods, Inc. and/or Vicente Khu v. Nagkakaisang Lakas ng Manggagawa (NLM) - Katipunan, G.R. No. 164016, 15 March 2010, 615 SCRA 240, 248.

[34] 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. Ledesma, Jr. v. NLRC, G.R. No. 174585, 19 October 2007, 537 SCRA 358, 368; Philippine Air Lines v. Court of Appeals, G.R. No. 159556, 26 May 2005, 459 SCRA 236, 251.

It means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.

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

(a) Serious misconduct or willful disobedience by the employee of the lawful orders of his employer or

representative in connection with his work;

(b) Gross and habitual neglect by the employee of his duties;

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

(d) Commission of a crime or offense by the employee against the person of his employer or any immediate member of his family or his duly authorized representatives; and

(e) Other causes analogous to the foregoing.

[36] *Lopez v. Alturas Group of Companies*, G.R. No. 191008, 11 April 2011. 647 SCRA 568, 573-574.

[37] *Rollo*, p. 338.

[38] *Id.* at 339.

[39] *Id.* at 341.

[40] *Rollo*, p. 344-347.

[41] *Brent School, Inc. v. Zamora*, *supra* note 19.

[42] *Caparoso and Quindipan v. Court of Appeals et. al.*, G.R. No. 155505, 15 February 2007, 516 SCRA 30; *Pure Foods Corp. v. NLRC*, 347 Phil 434, 443 (1997).

[43] *Id.* at 35.

[44] *Rubia v. NLRC, Fourth Division, et. al.*, G.R. No. 178621, 26 July 2010, 625 SCRA 494, 509.

[45] G.R. No. 165381, 9 February 2011, 642 SCRA 338.

[46] *Alba v. Yupangco*, G.R. No. 188233, 29 June 2010, 622 SCRA 503, 508.

[47] G.R. No. 114787, 2 June 1995, 244 SCRA 797.

[48] *Id.* at 802.

[49] *Air France v. Carrascoso*, G.R. No. L-21438, 28 September 1966, 18 SCRA 155, 166-167.

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