

**VICTOR S. LIMLINGAN AND EMMANUEL A. LEYCO, PETITIONERS,
VS. ASIAN INSTITUTE OF MANAGEMENT, INC., RESPONDENT.**

G.R. No. 220481. February 17, 2016

Ponente: LEONEN, J.

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LEONEN, J.:

For resolution are Petitions for Review on Certiorari[1] assailing the Decision[2] dated January 13, 2015 and Resolution[3] dated September 1, 2015 of the Court of Appeals Manila in CA-G.R. SP No. 135116.[4] The case stems from the enforcement of the Court of Appeals Decision dated May 4, 2010, which attained finality on July 25, 2011.[5]

A Complaint for "illegal suspension, non-payment of salaries, deprivation of medical benefits, life insurance and other benefits, damages and attorney's fees"[6] was filed by Victor S. Limlingan (Limlingan) and Emmanuel A. Leyco (Leyco) against Asian Institute of Management (AIM).[7]

In the Decision[8] dated February 26, 2008, Labor Arbiter Napoleon M. Menese declared that Limlingan and Leyco's suspension was illegal and ordered AIM to pay the salaries and benefits withheld during the suspension, as well as 10% of the amount for attorney's fees:

WHEREFORE, all foregoing premises considered, judgment is hereby rendered, declaring that the one (1) year suspension of complainants VICTOR S. LIMLINGAN and EMMANUEL A. LEYCO was illegal. Accordingly, respondent ASIAN INSTITUTE OF MANAGEMENT, INC. (AIM) is hereby ordered to pay aforesaid complainants their withheld salaries and other benefits resulting from the said illegal suspension, plus Ten percent (10%) thereof as and for Attorney's fees. Respondent AIM is also ordered to delete from complainants' employment record the aforesaid penalty of suspension.

....

SO ORDERED.[9]

In its July 4, 2008 Resolution,[10] the National Labor Relations Commission modified the Labor Arbiter's Decision as follows:

WHEREFORE, premises considered, the instant appeal is hereby PARTIALLY GRANTED. The decision of the Labor Arbiter is hereby MODIFIED in finding complainants-appellees suspension is valid for six (6) months only. Consequently, respondent-appellant ASIAN INSTITUTE OF MANAGEMENT is hereby directed to pay the complainants-appellees their salaries half (1/2) year salary and the amount of P50,000.00 each as indemnity in form of nominal damages for their failure to observe complainants-appellees' right to due process.

SO ORDERED.[11] (Emphasis in the original)

Limlingan and Leyco and AIM filed their respective motions for reconsideration,[12] which were denied in the National Labor Relations Commission Resolution[13] dated October 13, 2008:

ACCORDINGLY, let both Motions for Reconsideration be, as they are hereby, DENIED for lack of merit. The resolution dated 04 July 2008 STANDS undisturbed.

No further motion of similar nature shall be entertained.

SO ORDERED.[14] (Emphasis in the original)

Both parties appealed the Commission's Resolution to the Court of Appeals through certiorari.[15] On May 4, 2010, the Court of Appeals promulgated the Decision[16] modifying the findings of the National Labor Relations Commission:

WHEREFORE, the Petition is partially granted. The Resolution, dated July 4, 2008, of the NLRC is modified in that the penalty of suspension is deleted and instead, the penalty of formal reprimand is imposed on petitioners. Respondent AIM is hereby directed to pay petitioners their one-year salaries corresponding to the period during which they were suspended and Php50,000.00 each as indemnity in the form of nominal damages for its failure to observe the procedure laid down in the Policy Manual for Faculty for disciplining faculty members for dysfunctional behavior.

SO ORDERED.[17] (Emphasis in the original)

The separate motions for reconsideration of Limlingan and Leyco and of AIM were denied by the Court of Appeals.[18]

The parties filed their respective Petitions for Review before this court.[19] In the Resolution[20] dated November 17, 2010, the Petitions were consolidated, and AIM's Petition docketed as G.R. No. 193598 was denied.[21] Thus:

The Court, after a review of the records, further resolves to DENY the petition for review on certiorari in G.R. No. 193598 for failure to show that a reversible error was committed by the CA in its Decision dated 4 May 2010 and Resolution dated 27 August 2010 in CA-G.R. SP No. 106714 when it held that respondents' acts of issuing and disseminating the 27 February 2007 letter cannot be considered as dysfunctional behaviour under the Institute's Policy Manual for Faculty and serious misconduct and willful breach of trust and confidence under Article 282 of the Labor Code, thus warranting the reduction of the penalty of suspension to formal reprimand.[22] (Emphasis in the original)

On January 31, 2011, this court issued the Resolution[23] likewise denying Limlingan and Leyco's Petition:

The Court, after a review of the records, resolves to DENY the petition for review on certiorari in G.R. No. 193586 for failure to show that a reversible error was committed by the Court of Appeals in its Decision dated 4 May 2010 and Resolution dated 27 August 2010 in CA-G.R. SP No. 106714 considering that petitioners failed to convince the Court that no valid and compelling reasons existed which excused the belated filing of respondents' appeal before the National Labor Relations Commission; and that their act of releasing the subject demand letter and the manner by which copies of the same were distributed merited the imposition upon them of the penalty of a formal reprimand.[24] (Emphasis in the original)

On March 28, 2011 and June 8, 2011, this court denied with finality the separate motions for reconsideration of both parties.[25] The Court of Appeals' May 4, 2010 Decision in CA-G.R. SP No. 106714 then became final and executory on July 25, 2011.[26]

Limlingan and Leyco filed a Motion for Issuance of Writ of Execution and a Motion for Re-computation of Monetary Award before the National Labor Relations Commission.[27] AIM filed a Manifestation stating that it had already computed Limlingan and Leyco's monetary award and tendered payment based on that computation.[28] A pre-execution conference was held on November 6, 2013; however, "the parties failed to reach an agreement." [29]

On November 29, 2013, the Labor Arbiter issued an Order,[30] which reads:

WHEREFORE, premises considered, this Labor Arbiter hereby declares that the additional computation submitted by complainants as stated above is allowed, accepted, and to be added to the computation submitted by the CEU thereby respondent ASIAN INSTITUTE OF MANAGEMENT, INC. (AIM) is ordered to pay complainants, VICTOR S. LIMLINGAN and EMMANUEL A. LEYCO the amount of P3,034,586.45 and P1,984,765.19, respectively, immediately, representing their unpaid salaries and benefits, court order indemnification, and legal interests as computed plus the ten (10%) percent attorney's fees.

SO ORDERED.[31] (Emphasis in the original)

The parties elevated the case to the National Labor Relations Commission. The Commission allowed in Limlingan and Leyco's computation their (a) salaries during the period of suspension; and (b) book/medical allowance.[32] However, the Commission reduced the amounts awarded by the Labor Arbiter.[33] It also allowed payment for health insurance premiums, but only for those amounts supported by documentary evidence.[34] The Commission likewise found that there was basis to impose legal interest at the rate of 12% per annum on the monetary award counted from the date of finality of the Court of Appeals Decision.[35] It ruled that the award of attorney's fees had attained finality as AIM did not appeal the issue before.[36]

The dispositive portion of the National Labor Relations Commission Resolution[37] provides:

WHEREFORE, premises considered, the instant petition is PARTIALLY GRANTED. The 29 November 2013 Order of Labor Arbiter Quintin B. Cueto III is hereby MODIFIED as follows:

- The award of 13[th] month pay is hereby reduced to P94,502.40 (Limlingan) and P50,199.77 (Leyco), respectively;
- The award of P80,000.00 as health insurance premium in favor of private respondent Limlingan is reduced to P19,520.80;
- The Variable Compensation Faculty Share in Executive Program Revenues is reduced to P54,411.27 each.
- The award of interest at the rate of 6% per annum counted from the date of their illegal suspension until the finality of the Court of Appeals' Decision is deleted.

The rest of the Order stands.

The Computation and Examination Unit is directed to compute private respondents' monetary awards in accordance with this judgment.

SO ORDERED.[38] (Emphasis in the original)

AIM filed before the Court of Appeals a Petition for Certiorari assailing the National Labor Relations Commission Resolutions dated December 27, 2013 and February 19, 2014.[39]

In the Decision dated January 13, 2015, the Court of Appeals partly granted the Petition.[40] The Court of Appeals modified the rate of interest applicable to the award.[41] The dispositive portion of the Court of Appeals Decision reads:

WHEREFORE, the present Petition is PARTLY GRANTED. The assailed National Labor Relations Commission Third Division's Resolutions dated December 27, 2013 and February 19, 2014, respectively, in LER Case No. 12-361-13 (NLRC NCR Case No. 09-10148-07) are AFFIRMED with the only MODIFICATION that the private respondents are only entitled to the legal interests at the rate of 6% per annum from the time the Decision of the Court of Appeals (in CA-G.R. No. 106714, promulgated on May 4, 2010) became final until full satisfaction thereof. We, however, affirm in all other aspects.

SO ORDERED.[42] (Emphasis in the original)

The Court of Appeals denied the parties separate motions for reconsideration.[43]

For the second time, the parties come before this court, asking that we resolve the remaining issues in this case. They assail the Court of Appeals Decision dated January 13, 2015 and Resolution dated September 1, 2015 in CA-G.R. SP No. 135116.

In G.R. No. 220481, Limlingan and Leyco raise the lone issue of whether they are entitled to interest at the rate of 12% per annum computed from the finality of the Court of Appeals' May 4, 2010 Decision (or on July 25, 2011) up to June 30, 2013, and 6% per annum from July 1, 2013 until full satisfaction of the award.[44]

According to Limlingan and Leyco:

[A] careful reading of the case of *Nacar v. Gallery Frames*, et al. would show that the Honorable Supreme Court computed the amount of legal interests by applying the interest rate of 12% per annum for the period beginning from the finality of the Decision until 30 June 2013 and the legal interest rate of 6% from 1 July 2013 until full settlement of the monetary award.[45]

Limlingan and Leyco argue that the Court of Appeals erred when it ruled that they were only entitled to interest at the rate of 6% per annum from the finality of the May 4, 2010 Decision of the Court of Appeals until full satisfaction of the award.[46]

In G.R. No. 220503, AIM argues the following:

First, Leyco is not entitled to the award of health insurance premium in the amount of P44,725.32.[47] He is not entitled to the additional amount of P5,550.00 allegedly incurred on September 2, 2007 for emergency medical services.[48] The suspension of Leyco's health insurance coverage was justified as he was then suspended for the infraction he committed against AIM.[49]

AIM argues that Limlingan and Leyco are only entitled to the amounts of premium that were supposed to be withheld by AIM and remitted to the health maintenance organization Philamcare.[50] Instead, they are only entitled to the premium of P9,760.40 multiplied by the number of the beneficiary and his or her dependents.[51] Leyco has three (3) dependents—a wife and two children—and therefore, his premiums should be computed as: $P9,760.40 \times 4 = P39,041.60$. [52]

However, while suspended, Leyco requested that his Philamcare subscription be reinstated and that the cost of the premium be charged to his account.[53] Leyco paid only P39,225.32, as evidenced by Official Receipt No. 0156174-A.[54]

Second, Limlingan and Leyco are not entitled to legal interest from the time the Court of Appeals' May 4, 2010 Decision became final until its full satisfaction since AIM already tendered payment of the judgment award.[55]

Moreover, AIM has sufficiently proven . . . that the contested amounts were properly computed and are amply supported by evidence.[56] Limlingan and Leyco did not offer any basis for their objection to the computation of the amounts.[57] AIM argues that Limlingan and Leyco's statements are merely self-serving and inadmissible.[58]

AIM argues that Limlingan and Leyco contributed to the delay in the satisfaction of the Court of Appeals May 4, 2010 Decision.[59] According to AIM, "[t]o adjudge the Institute liable for legal interest when it is respondents themselves who partly caused the delay in the satisfaction of the Honorable Court of Appeals' Decision and Resolution is definitely unjust and unconscionable." [60]

However, AIM argues that assuming it is liable for legal interest, "it would be unjust to collect the entire amount from [it.]"[61] Legal interest should be collected only from the time of the finality of this court's Decision, which affirmed the Court of Appeals' May 4, 2010 Decision, up to the tender of payment on April 17, 2013.[62]

Third, Limlingan and Leyco are not entitled to attorney's fees since the Court of Appeals Decision never granted them such award.[63]

AIM claims that the award of attorney's fees was removed from the Labor Arbiter's Decision when the National Labor Relations Commission promulgated its Decision dated July 4, 2008 modifying the award of the Labor Arbiter.[64] There was also no award of attorney's fees in the Court of Appeals' May 4, 2010 Decision.[65] "[N]owhere in the said Decisions can be found any award of attorney's fees. Indeed, '[a]n award of attorney's fees without justification is a conclusion without a premise, its basis being improperly left to speculation and conjecture' [.]"[66]

In assailing the Court of Appeals Decision, AIM argues that "to allow the inclusion of [such] . . . award would be to disregard the rule on strict adherence to and the immutability of judgment."[67]

In the interest of finally settling the case between the parties, we resolve the following issues:

First, whether Emmanuel A. Leyco is entitled to the award of health insurance premiums in the amount of P44,725.32;

Second, whether the Court of Appeals erred in awarding legal interest at the rate of 6% per annum from the date the Court of Appeals' May 4, 2010 Decision in CA-G.R. No. 106714 became final until its full satisfaction; and

Lastly, whether Victor S. Limlingan and Emmanuel A. Leyco are entitled to attorney's fees.

At the outset, we consolidate the Petitions as they involve the same parties and interrelated issues. G.R. No. 220503 is consolidated with G.R. No. 220481 to avoid conflicting decisions and to save time and resources of this court. G.R. No. 220503 is referred to the member-in-charge of G.R. No. 220481, the lower-numbered case.

As to the first substantive issue, we rule that the Court of Appeals did not commit reversible error when it held that Leyco is entitled to the amount of P44,725.32 for health insurance premiums.

That Limlingan and Leyco are entitled to the payment of health insurance premiums is not contested. As to the amount due to Leyco, all three tribunals—the Labor Arbiter, the National Labor Relations Commission, and the Court of Appeals—found that Leyco had sufficiently proven that he was entitled to P44,725.32.

As held by the Court of Appeals:

We are more convinced with the claims of Leyco (which were contained in the December 27, 2013 Resolution of the NLRC) that, apart from the P39,225.32 he had previously paid, he also spent P5,500.00 for his emergency medical expenses on September 2, 2007. We find more in accord with law his argument that he would not have been forced to pay for the said additional expenses had the petitioner not suspended his coverage without notice. Thusly, We find nothing irregular when the NLRC, after a review of the pertinent documents on Record, allowed the award of P44,725.32 to Leyco.[68]

Issues as to the correct computation of monetary awards are questions of fact that is beyond the scope of this court's review under Rule 45 of the Rules of Court, considering that it "will require a re-examination and calibration of the evidence on record." [69] This court does not see any reason to overturn the factual findings of the Labor Arbiter, the National Labor Relations Commission, and the Court of Appeals with regard to this issue. It is settled that:

the findings of facts and conclusion of the NLRC are generally accorded not only great weight and respect but even clothed with finality and deemed binding on this Court as long as they are supported by substantial evidence. This Court finds no basis for deviating from said doctrine without any clear showing that the findings of the Labor Arbiter, as affirmed by the NLRC, are bereft of substantiation. Particularly when passed upon and upheld by the Court of Appeals, they are binding and conclusive upon the Supreme Court and will not normally be disturbed.[70] (Citations omitted)

On the second issue, we rule in favor of Limlingan and Leyco and grant their Petition.

Limlingan and Leyco pray for the modification of the assailed Decision in view of this court's Decision in *Nacar v. Gallery Frames*.^[71] In contrast, AIM claims that Limlingan and Leyco are not entitled to legal interest since it has already tendered payment and the delay in the full satisfaction of the award is Limlingan and Leyco's fault. Assuming that this court finds it liable for legal interest, AIM prays that legal interest be collected only from the time of the finality of this court's Decision, which affirmed the Court Appeals' May 4, 2010 Decision, until AIM's tender of payment on April 17, 2013.

We cannot accept AIM's arguments. The legal interest imposed is but a consequence of AIM's participation in prolonging the proceedings between the parties:

That the amount respondents shall now pay has greatly increased is a consequence that it cannot avoid as it is the risk that it ran when it continued to seek recourses against the Labor Arbiter's decision.^[72]

With regard to the proper rate of legal interest, *Nacar* laid down the guidelines for the imposition of legal interest:

To recapitulate and for future guidance, the guidelines laid down in the case of *Eastern Shipping Lines* are accordingly modified to embody BSP-MB Circular No. 799, as follows:

I. When an obligation, regardless of its source, i.e., law, contracts, quasi- contracts, delicts or quasi-delicts is breached, the contravenor can be held liable for damages. The provisions under Title XVIII on "Damages" of the Civil Code govern in determining the measure of recoverable damages.

II. With regard particularly to an award of interest in the concept of actual and compensatory damages, the rate of interest, as well as the accrual thereof, is imposed, as follows:

- When the obligation is breached, and it consists in the payment of a sum of money, i.e., a loan or forbearance of money, the interest due should be that which may have been stipulated in writing. Furthermore, the interest due shall itself earn legal interest from the time it is judicially demanded. In the absence of stipulation, the rate of interest shall be 6% per annum to be computed from default, i.e., from judicial or extrajudicial demand under and subject to the provisions of Article 1169 of the Civil Code.

- When an obligation, not constituting a loan or forbearance of money, is breached, an interest on the amount of damages awarded may be imposed at the discretion of the court at the rate of 6% per annum. No interest, however, shall be adjudged on unliquidated claims or damages, except when or until the demand can be established with reasonable certainty. Accordingly, where the demand is established with reasonable certainty, the interest shall begin to run from the time the claim is made judicially or extrajudicially (Art. 1169, Civil Code), but when such certainty cannot be so reasonably established at the time the demand is made, the interest shall begin to run only from the date the judgment of the court is made (at which time the quantification of damages may be deemed to have been reasonably ascertained). The actual base for the computation of legal interest shall, in any case, be on the amount finally adjudged.

- When the judgment of the court awarding a sum of money becomes final and executory, the rate of legal interest, whether the case falls under paragraph 1 or paragraph 2, above, shall be 6% per annum from such finality until its satisfaction, this interim period being deemed to be by then an equivalent to a forbearance of

credit.

And, in addition to the above, judgments that have become final and executory prior to July 1, 2013, shall not be disturbed and shall continue to be implemented applying the rate of interest fixed therein.[73] (Emphasis in the original, citation omitted)

On July 25, 2011, the Court of Appeals' May 4, 2010 Decision became final and executory and was recorded in the Book of Entries of Judgments.[74] Prior to Nacar and Bangko Sentral ng Pilipinas Monetary Board Resolution No. 796 dated May 16, 2013, the rate of legal interest was pegged at 12% per annum from finality of judgment until its satisfaction, "this interim period being deemed to be by then an equivalent to a forbearance of credit." [75]

Similar to this case, Nacar was already in the execution stage and the resolution awarding backwages and separation pay had attained finality prior to the issuance of Bangko Sentral ng Pilipinas Resolution. Applying the guidelines discussed above, this court in Nacar imposed the legal interest of 12% per annum of the total monetary awards, computed from finality of this court's 2002 resolution to June 30, 2013 and 6% per annum from July 1, 2013 until their full satisfaction.[76]

Based on Nacar and the above discussion, we grant Limlingan and Leyco's Petition as to the modification of the legal rate of interest. Limlingan and Leyco are entitled to legal interest at the following rates: 12% per annum computed from July 25, 2011, the date of the finality of the Court of Appeals' May 4, 2010 Decision, up to June 30, 2013, and 6% per annum from July 1, 2013 until full satisfaction of the award.

As to the third issue, we rule that the Court of Appeals did not commit reversible error when it affirmed the findings of the Labor Arbiter and the National Labor Relations Commission that Limlingan and Leyco are entitled to attorney's fees.

The National Labor Relations Commission pointed out that the Labor Arbiter's February 26, 2008 Decision awarded 10% attorney's fees to Limlingan and Leyco.[77] AIM, however, limited its appeals to the issues of illegal suspension, "reduction of the suspension period imposed and the award of nominal damages." [78]

Affirming the National Labor Relations Commission, the Court of Appeals held that:

To be sure, since the attorney's fees matter was not raised as an issue during the appeal, it follows that the aggrieved party had agreed to the same. Time and again, the doctrine of finality of judgment, which is grounded on fundamental considerations of public policy and sound practice, dictates that at the risk of occasional error, the judgments of the courts must become final and executory at some definite date set by law.[79] (Citation omitted)

The issue as to Limlingan and Leyco's entitlement to attorney's fees already attained finality. Issues not raised on appeal cannot be disturbed.[80] Moreover, in *Aliling v. Feliciano, et al.*, [81] this court explained the reason for awarding attorney's fees:

Petitioner Aliling is also entitled to attorney's fees in the amount of ten percent (10%) of his total monetary award, having been forced to litigate in order to seek redress of his grievances, pursuant to Article 111 of the Labor Code and following our ruling in *Exodus International Construction Corporation v. Biscocho*, to wit:

In *Rutaquio v. National Labor Relations Commission*, this Court held that:

It is settled that in actions for recovery of wages or where an employee was forced to litigate and, thus, incur expenses to protect his rights and interest, the award of attorney's fees is legally and morally justifiable.

In *Producers Bank of the Philippines v. Court of Appeals* this Court ruled that:

Attorney's fees may be awarded when a party is compelled to litigate or to incur expenses to protect his interest by reason of an unjustified act of the other party.

While in Lambert Pawnbrokers and Jewelry Corporation, the Court specifically ruled:

However, the award of attorney's fee is warranted pursuant to Article 111 of the Labor Code. Ten (10%) percent of the total award is usually the reasonable amount of attorney's fees awarded. It is settled that where an employee was forced to litigate and, thus, incur expenses to protect his rights and interest, the award of attorney's fees is legally and morally justifiable.[82] (Emphasis supplied, citations omitted)

WHEREFORE, G.R. No. 220503 is CONSOLIDATED with G.R. No. 220481. The Petition for Review filed by Victor S. Limlingan and Emmanuel A. Leyco docketed as G.R. No. 220481 is GRANTED. The Petition for Review filed by Asian Institute of Management, Inc. docketed as G.R. No. 220503 is DENIED for failing to show reversible error on the part of the Court of Appeals. The Court of Appeals' January 13, 2015 Decision in CA-G.R. SP No. 135116 is AFFIRMED with MODIFICATION in that Limlingan and Leyco are entitled to legal interest at the rate of 12% per annum computed from the finality of the Court of Appeals' May 4, 2010 Decision up to June 30, 2013, and at 6% per annum from July 1, 2013 until full satisfaction of the award.

SO ORDERED.

Carpio, (Chairperson), Del Castillo, and Mendoza, JJ., concur.
Brion, J., on leave.

[1] Rollo (G.R. No. 220481), pp. 27-47; Rollo (G.R. No. 220503), pp. 16-41-A.

[2] Rollo (G.R. No. 220481), pp. 50-60; Rollo (G.R. No. 220503), pp. 929-939. The Decision was penned by Associate Justice Franchito N. Diamante and concurred in by Associate Justices Japar B. Dimaampao (Chair) and Melchor Q.C. Sadang of the Eleventh Division.

[3] Rollo (G.R. No. 220481), pp. 62-63; Rollo (G.R. No. 220503), pp. 963-964. The Resolution was penned by Associate Justice Franchito N. Diamante and concurred in by Associate Justices Japar B. Dimaampao (Chair) and Melchor Q.C. Sadang of the Former Eleventh Division.

[4] Rollo (G.R. No. 220481), p. 27, Petition for Review on Certiorari; Rollo (G.R. No. 220503), p. 16, Petition.

[5] Rollo (G.R. No. 220481), pp. 143-144, Entry of Judgment.

[6] Id. at 51-52, Court of Appeals Decision in CA-G.R. SP No. 135116.

[7] Id.

[8] Id. at 65-77.

[9] Id. at 52, Court of Appeals Decision in CA-G.R. SP No. 135116, and 76-77, Labor Arbiter's Decision.

[10] Id. at 78-87. The Resolution was penned by Commissioner Tito F. Genilo and concurred in by Presiding Commissioner Lourdes C. Javier of the Third Division. Commissioner Gregorio O. Bilog III did not take part.

[11] Id. at 52, Court of Appeals Decision in CA-G.R. SP No. 135116, and 87, NLRC's Resolution dated July 4, 2008.

[12] Id. at 89, NLRC's Resolution dated October 13, 2008.

[13] Id. at 89-90. The Resolution was penned by Commissioner Pablo C. Espiritu, Jr. and concurred in by Presiding Commissioner Lourdes C. Javier of the Third Division. Commissioner Gregorio O. Bilog III did not take part.

[14] Id. at 90.

[15] Id. at 53, Court of Appeals Decision in CA-G.R. SP No. 135116.

[16] Id. at 91-124. The Decision was penned by Associate Justice Ruben C. Ayson and concurred in by Associate Justices Amelita G. Tolentino (Chair) and Normandie B. Pizarro of the Eighth Division.

[17] Id. at 53, Court of Appeals Decision in CA-G.R. SP No. 135116, and 123-124, Court of Appeals Decision in CA-G.R. SP No. 106714.

[18] Id. at 53, Court of Appeals Decision in CA-G.R. SP No. 135116.

[19] Id.

[20] Id. at 135-136.

[21] Id. at 53, Court of Appeals Decision in CA-G.R. SP No. 135116, and 135, Supreme Court Resolution dated November 17, 2010.

[22] Id. at 135, Supreme Court Resolution dated November 17, 2010.

[23] Id. at 137-138.

[24] Id. at 137.

[25] Id. at 53, Court of Appeals Decision in CA-G.R. SP No. 135116, 139-140, Supreme Court Resolution dated March 28, 2011, and 141-142, Supreme Court Resolution dated June 8, 2011.

[26] Id. at 53, Court of Appeals Decision in CA-G.R. SP No. 135116, and 143-144, Entry of Judgment.

[27] Id. at 53-54, Court of Appeals Decision in CA-G.R. SP No. 135116.

[28] Id. at 54.

[29] Id.

[30] Id. at 145-148. The Order was issued by Labor Arbiter Quintin B. Cueto III.

[31] Id. at 54, Court of Appeals Decision in CA-G.R. SP No. 135116, and 148, Labor Arbiter's Order.

[32] Id. at 54-55, Court of Appeals Decision in CA-G.R. SP No. 135116.

[33] Id. at 55.

[34] Id.

[35] Id.

[36] Id. at 159, NLRC's Resolution dated December 27, 2013.

[37] Id. at 149-161. The Resolution was penned by Commissioner Pablo C. Espiritu, Jr. and concurred in by Presiding Commissioner Alex A. Lopez and Commissioner Gregorio O. Bilog III of the Third Division.

[38] Id. at 160.

[39] Id. at 50, Court of Appeals Decision in CA-G.R. SP No. 135116.

[40] Id. at 59.

[41] Id. at 60.

[42] Id. at 59-60.

[43] Id. at 62-63, Court of Appeals Resolution in CA-G.R. SP No. 135116.

[44] Id. at 39, Petition for Review on Certiorari.

[45] Id. at 40.

[46] Id. at 41-42.

[47] Rollo (G.R. No. 220503), p. 28, Petition.

[48] Id.

[49] Id. at 29.

[50] Id.

[51] Id.

[52] Id.

[53] Id.

[54] Id. at 30.

[55] Id. at 32.

[56] Id. at 32.

[57] Id.

[58] Id. at 33.

[59] Id.

[60] Id.

[61] Id. at 34.

[62] Id.

[63] Id.

[64] Id. at 36.

[65] Id. at 36-37.

[66] Id. at 37.

[67] Id.

[68] Rollo (G.R. No. 220481), p. 56, Court of Appeals Decision in CA-G.R. SP No. 135116.

[69] See *Reyes v. National Labor Relations Commission* (Fifth Division), 556 Phil. 317, 326 (2007) [Per J. Ynares-Santiago, Third Division].

[70] *Acebedo Optical v. National Labor Relations Commission*, 554 Phil. 524, 541 (2007) [Per J. Chico-Nazario,

Third Division]. See *Bordeos v. National Labor Relations Commission*, 330 Phil. 1003, 1020 (1996) [Per J. Panganiban, Third Division].

[71] G.R. No. 189871, August 13, 2013, 703 SCRA 439 [Per J. Peralta, En Banc].

[72] *Id.* at 453, citing *Session Delights Ice Cream and Fast Foods v. Court of Appeals (Sixth Division)*, 625 Phil. 612, 630 (2010) [Per J. Brion, Second Division].

[73] *Id.* at 457-458.

[74] *Rollo* (G.R. No. 220481), pp. 143-144, Entry of Judgment.

[75] See *Eastern Shipping Lines, Inc. v. Court of Appeals*, G.R. No. 97412, July 12, 1994, 234 SCRA 78, 97 [Per J. Vitug, En Banc].

[76] *Nacar v. Gallery Frames*, G.R. No. 189871, August 13, 2013, 703 SCRA 439, 456-459 [Per J. Peralta, En Banc].

[77] *Rollo* (G.R. No. 220481), p. 58, Court of Appeals Decision in CA-G.R. SP No. 135116.

[78] *Id.*

[79] *Id.* at 59.

[80] *A.C. Ransom Labor Union-CCLU v. National Labor Relations Commission*, 226 Phil. 199, 204 (1986) [Per J. Melencio-Herrera, First Division].

[81] 686 Phil. 889 (2012) [Per J. Velasco, Jr., Third Division].

[82] *Id.* at 922-923.

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