

SECOND DIVISION

[G.R. No. 196249, July 21, 2014]

ROSE HANA ANGELES, doing business under the name and style [of] LAS MARIAS GRILL AND RESTAURANT[,], and ZENAIDA ANGELES[,], doing business under the name and style [of] CAFÉ TERIA BAR AND RESTAURANT, Petitioners, VS. FERDINAND M. BUCAD, CHARLESTON A. REYNANTE, BERNADINE B. ROAQUIN, MARLON A. OMPOY, RUBEN N. LAROZA, EVANGELINE B. BUMACOD, WILMA CAINGLES, BRIAN OGARIO, EVELYN A. BASTAN, ANACLITO A. BASTAN, MA. GINA BENITEZ, HERMINIO AGSAOAY, NORBERTO BALLASTEROS, DEMETRIO L. BERDIN, JR., JOEL DUCUSIN, JOVY R. BALATA, and MARIBEL ROAQUIN, Respondents.

D E C I S I O N

DEL CASTILLO, J.:

This Petition for Review on *Certiorari*^[1] assails the November 30, 2010 Decision^[2] and March 22, 2011 Resolution^[3] of the Court of Appeals (CA) in CA-G.R. SP No. 109083, which affirmed, with modification, the December 28, 2007 Decision^[4] and March 30, 2009 Resolution^[5] of the National Labor Relations Commission (NLRC) in NLRC CASE CA No. 026347-00.^[6]

Factual Antecedents

The facts, as summarized by the appellate court, are as follows:

This Petition for *Certiorari* has its precursor in the consolidated *Complaints for Illegal Dismissal and Money Claims* filed by x x x respondents against petitioners Las Marias Grill and Restaurant and Café Teria Bar and Restaurant, single proprietorships owned by petitioners Rose Hana Angeles and Zenaida Angeles, respectively.

x x x [R]espondents bewailed that they were underpaid workers employed on various dates [for] the following positions, viz:

"Name	Date Hired	Position	Daily Rate	Date Dismissed
1. Ferdinand Bucad	4-30-97	Manager	P7,000.00/month	1-31-2000
2. Charleston Reynante	9-1-98	Supervisor	P 130.00	1-31-2000
3. Bernardine ^[7]	9-7-99	Cook/helper	60.00	still employed

Roaquin				
4. Marlon Ompoy	4-1-99	Driver	75.00	still employed
5. Ruben Laroza	8-6-99	Janitor	60.00	2-4-2000
6. Evangeline Bumacod	10-10-99	Stock clerk	70.00	still employed
7. Wilma Caingles	5-19-99	Waitress	70.00	7-1-99
	9-7-99	-do-	70.00	still employed
8. Brian Ogario	5-19-99	Waiter	70.00	2-19-2000
9. Joel Ducusin	1-1-2000	Dishwasher	170.00	1-17-2000
10. Evelyn Bastan	A.7-29-96	Stock clerk	105.00	5-8-99 resigned
11. Anacleto Bastan	8-10-97	Helper Cook	80.00	5-8-98 resigned
12. Ma. Gina Benitez	1-13-96	Waitress/Cashier	83.33	10-20-98 resigned
	10-7-99	-do-	83.33	4-6-2000
13. Herminio Agsaoay	11-24-99	Dishwasher	60.00	presently employed
14. Norberto Ballesteros	8-6-99	Cook helper	60.00	2-4-2000
15. Demetrio Berdin, Jr.	2-22-97	-do-	100.00	Oct. 99
16. Jovy Balanta	R.9-22-99	Waitress	60.00	10-31-99 resigned
17. Maribel Roaquin	9-22-99	-do-	60.00	still employed"

The employees hurled, *inter alia*, a litany of charges against petitioners, namely: 1) payment of salaries below the minimum wage and which were oftentimes paid after much delay; 2) non-coverage under the Social Security System (SSS); 3) termination from employment without giving just benefits despite long service; 4) signing of blank payroll without indicating the amount; and, 5) non-payment of night differential, holiday pay, COLA, commutation pay for sick leave and annual leave, 13th month pay and service charges.

x x x [R]espondents likewise charged petitioners with enforcing long hours of service so that stay-in employees rendered a minimum of 10 hours of work while stay-out employees were required to work for a minimum of 9 hours. They avowed that petitioners heaped verbal abuses upon them, and worse, maltreated them by splashing water to wake them up when anyone fell asleep at work. Petitioners forced sick employees to go home to their respective provinces despite their illness. They professed that petitioners failed to provide them security of tenure but only private respondents Joel Ducusin x x x, Ma. Gina Benitez x x x

and Demetrio Berdin, Jr. x x x sued for illegal dismissal.

In the midst of these imputations, petitioners offered not a tinge of explanation as they failed to submit their *Position Paper*.

Ensuingly, the Labor Arbiter rendered a *Decision* dated 30 June 2000 plowing solely through the submissions of the x x x respondents, viz –

“WHEREFORE, the (petitioner) Zenaida Angeles, doing business under the name and style (of) Las Marias Grill and Restaurant is hereby adjudged guilty of illegal dismissal with respect to (respondents) Joel Ducusin, Ma. Gina Benitez and Demetrio Berdin, Jr. and is hereby ordered to pay their backwages computed from the time they were illegally dismissed on January 17, 2000, April 6, 2000 and October 1999 respectively up to the date of this Decision and separation pay of one-month salary for every year of service in lieu of reinstatement considering the strained relationship that exists between the parties; salary differentials; overtime pay; premium pay for holidays and rest days; night shift differentials; 13th month pay; service incentive leave pay; unpaid salaries of complainant Jovy Balanta for the month of October 1999, summarized as follows:

Name		
1. Ferdinand M. Bucad		P 19,250.00
2. Charleston A. Reynante		143,199.98
3. Bernadine B. Roaquin		76,240.01
4. Marlon A. Ompoy		182,515.03
5. Ruben N. Laroza		45,247.96
6. Evangeline B. Bumacod		66,465.10
7. Wilma Caingles		73,499.39
8. Brian Ogario		64,298.90
9. Joel Ducusin		37,717.33
10. Evelyn A. Bastan		114,790.57
11. Anacleto A. Bastan		38,801.68
12. Ma. Gina Benitez		130,070.88
13. Herminio Agsaoay		65,191.25
14. Norberto Ballesteros		30,767.55
15. Demetrio L. Berdin, Jr.		150,967.56
16. Jovy R. Balanta		9,624.87
17. Maribel B. Roaquin		<u>38,472.65</u>
Total		<u>P1,287,120.71</u>

The Computation Sheet is hereto attached and forms part of this Decision.

All other claims are hereby Denied for lack of merit.

SO ORDERED."

Aggrieved, petitioners seasonably appealed to the National Labor Relations Commission ("NLRC") flatly denying the charges against them. They were surprised to discover that their former counsel did not file any pleading in their behalf to refute x x x respondents' accusations.

Petitioners theorized that the *Complaints* were instigated by x x x respondent Ferdinand Bucad ("Bucad"), restaurant manager of petitioner Las Marias Grill and Restaurant ("Las Marias"). Bucad had been performing unsatisfactorily prompting management to conduct an inquiry as to his performance. Bucad feared that the results of the investigation might implicate him so he convinced his fellow employees to fabricate baseless inculpatations against their employers.

Petitioners proceeded to proffer documentary evidence against each of the x x x respondents. Bucad was given a notice to explain certain violations he had allegedly committed. He answered and explained his side but the management decided to conduct a hearing giving him the opportunity to adduce his evidence. He replied that he would not attend the investigation for he had already sought recourse before the Labor Arbiter which scheduled the hearing on 28 January 2000. With Bucad's absence on the day of the investigation, petitioners sent him a *Notice of Termination* dated 31 January 2000.

Petitioners adduced the same documentary evidence with respect to x x x respondents Charleston Reynante ("Reynante"), Brian Ogario, and Marlon Ompoy, to wit: the notice to explain, notice of hearing and of termination. Petitioners likewise propounded documentary evidence to prove that x x x respondents Ruben Laroza, Marvin Ballesteros, Evangeline Bumacod, and Maribel Roaquin were probationary employees whose employment were terminated only after they were served notices of their respective violations.

As for x x x respondents Bernadine Roaquin ("Roaquin") and Albert Agsaoay ("Agsaoay"), petitioners insisted they voluntarily resigned from their posts. Roaquin signed a *Release, Waiver and Quitclaim* while Agsaoay signed a Certification to confirm that he received his salary and benefits and had no complaints against petitioners. Along the same strain, petitioners presented the respective *Sinumpaang Salaysay* of one Melba Pacheca and Nida Bahe. They were the employees who averred that Berdin likewise resigned when he was caught surreptitiously taking food out of the kitchen for his girlfriend.

The *Sinumpaang Salaysay* of a certain Lando Villanueva, another employee, affirmed that x x x respondent Ma. Gina Benitez ("Benitez") was caught sleeping with x x x respondent Reynante at the workers' quarters, in violation of management rules. The couple immediately left their jobs, but returned a year later beseeching petitioners to accept them back. Petitioners took pity on them giving Reynante a job albeit

there was no vacancy at that time, and allowing the couple to live in the workers' quarters. When Reynante's employment was terminated on 31 January 2000, Benitez went with him voluntarily and left her job.

Petitioners then claimed that x x x respondents-spouses Evelyn and Anacleto Bastan had a misunderstanding with their co-employees. They decided to leave their posts, despite the management's pleas for them to stay.

Still and all, the NLRC remained unperturbed and dismissed the *Appeal* in the assailed *Decision* dated 28 December 2007. Petitioners moved for reconsideration thereof but obtained no favorable relief in the challenged *Resolution* dated 30 March 2009.^[11]

Ruling of the National Labor Relations Commission

In dismissing the petitioners' Appeal, the NLRC held in its December 28, 2007 Decision that –

After considering the arguments presented by the respondents^[12] in their memorandum of appeal, it appears that the respondents failed to submit sufficient evidence to compel Us to reverse the findings of the Labor Arbiter. There is no substantial proof presented that the money claims were paid to the complainants.^[13] The best evidence of such payment is the payroll, whereas in this case, respondents merely allege payment.

Moreover, respondents indirectly admit that they give less than the statutory benefits to the employees on the ground that the latter were provided facilities computed in the amount of [P]75.00 per day x x x and for advances and transportation expenses x x x. Article 97[f] of the Labor Code provides that wages include the fair and reasonable value of board and lodging or other facilities customarily provided by the employer to the employee. It is also well-settled that in deducting the value of facilities from the employees' wages, three (3) requirements must first be complied with, to wit: 1) proof must be shown that such facilities are customarily furnished by the trade; 2) the provision of deductible facilities must be voluntarily accepted in writing by the employee; finally, 3) facilities must be charged at fair and reasonable value (*Mabeza vs. NLRC, et al.*, G.R. No. 118506, April 18, 1997). In this case, there is no showing that these requirements were complied with by the respondents before deductions were made from the employees' wages. Respondents failed to prove that such deductions were voluntarily accepted in writing by the employees and that these were customarily furnished by the trade. As such, deduction [from] the salaries is erroneous.

Anent the issue of payment of backwages, the same is proper considering that the complainants were terminated without proof that their termination was with just cause and after observance of due process.