



Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

NOTICE

Sirs/Mesdames:

*Please take notice that the Court, Third Division, issued a Resolution dated **December 6, 2021**, which reads as follows:*

“G.R. No. 255582 (Alfredo L. Enoce, Jr., represented by Joan E. Dionio v. GMA Network Incorporated and Mr. Felipe Gozon). – The Court resolves to **GRANT** petitioner’s motion for an extension of fifteen (15) days from the expiration of the reglementary period within which to file a petition for review on *certiorari*.

This Petition for Review on *Certiorari*¹ arose from a complaint for illegal dismissal. Petitioner Alfredo L. Enoce, Jr. (Alfredo) assails the Decision² dated July 3, 2020 of the Court of Appeals (CA) in CA-G.R. SP No. 154863 finding that he voluntarily severed the employer-employee relationship with respondent GMA Network, Incorporated (GMA Network).

Facts of the Case

In November 2005, respondent GMA Network hired petitioner Alfredo as a program researcher. Alfredo signed a Talent Agreement for a specified period which also explicitly stated that the agreement “does not establish employer-employee relationship between GMA and the talent.”³ Alfredo, as program researcher, was tasked to conduct case studies, interviews and exhaustively look for resource persons to feature on the television show entitled ‘DAY-OFF’. Alfredo claimed that when the Talent Agreement would expire, it would automatically renew.⁴

¹ *Rollo*, pp. 11-24.

² Penned by Associate Justice Jhosep Y. Lopez (now a Member of this Court), with the concurrence of Associate Justices Ricardo R. Rosario (now a Member of this Court) and Bonifacio Sison Pascua; *id.* at 28-38.

³ *Id.* at 30.

⁴ *Id.* at 29-30.

In April 2008, Alfredo was promoted as a segment producer. GMA Network claimed that Alfredo was allowed to do work on other shows in the network aside from DAY-OFF. He was permitted to enter into separate talent agreements for other programs in the network and was paid separate talent fees.⁵

In October 2014, Alfredo claimed that his Talent Agreement, originally expiring in March 2015, was pre-terminated on December 31, 2014 in view of a new project employment contract. Alfredo refused to sign the new contract, claiming that he is a regular employee of GMA Network. Alfredo alleged that GMA Network refused to allow him to work beginning January 1, 2015. As a result, Alfredo filed the instant case for illegal dismissal from employment.⁶

Alfredo's position that he is a regular employee is anchored on the complaint for regularization he and other similarly situated employees previously filed with the National Labor Relations Commission (NLRC) entitled *Cabaluna, et al. v. GMA Network, Inc., et al.* (NLRC NCR 06-06683-14). Eventually, on June 22, 2015, the Labor Arbiter (LA) in said case ruled that Alfredo and his colleagues are regular employees. The Decision of the LA was affirmed by the NLRC and later the CA.⁷

GMA Network, on the other hand, argued that there was no dismissal from employment – it was Alfredo himself who severed his employment when he no longer returned to work after his vacation leave. In fact, Alfredo is even employed abroad already. GMA Network also argued that Alfredo is a mere independent contractor. The primary considerations for his engagement were his unique skills, expertise, and talent as distinguished from other ordinary employees. GMA Network even claimed that the tax rate applied to his compensation is for independent contractors, and Alfredo personally pays for his SSS, PhilHealth, and Pag-IBIG premiums like a regular employee. Further, from 2005 to 2015, GMA Network asserted that Alfredo renewed a total of 19 Talent Agreements from the program “DAY-OFF” and completed five Talent Agreements for four other shows in the network.⁸

Ruling of the Labor Arbiter

In a Decision dated August 12, 2017, the LA ruled that Alfredo is a regular employee of GMA Network and that he was illegally dismissed from employment. The LA took judicial notice of the Decision in NLRC NCR 06-

⁵ Id. at 30.

⁶ Id. at 29-30.

⁷ Id. at 38.

⁸ Id. at 30-31.

06683-14 which ruled that Alfredo and his colleagues are regular employees of the network. As this Decision had been affirmed by the NLRC and had yet to be reversed in pending proceedings, the LA held that the regular employment of Alfredo cannot be denied or disputed. Anent the issue on illegal dismissal, the LA held that GMA Network failed to prove that Alfredo went on vacation leave. The company also failed to show any overt act or evidence proving Alfredo's intent to abandon his job. GMA Network was ordered by the LA to pay Alfredo separation pay equivalent to one month's salary computed from November 7, 2005 until the finality of the LA Decision. Attorney's fees at 10% of the monetary award was also awarded.⁹

Ruling of the National Labor Relations Commission

In a Decision dated October 26, 2017, the NLRC reversed the Decision of the LA. The LA was incorrect to take judicial notice of a pronouncement of another decision of a co-equal body. The NLRC held that the LA should have made independent findings based on the issues and facts presented and evidence adduced by the parties. The NLRC found that Alfredo is an independent contractor. He was equipped to bargain his compensation to be received for a particular project. Further, his contract was always for a fixed term. The NLRC held that the four-fold test to prove the existence of an employer-employee relationship is not applicable. Should the network decide to forego the services of Alfredo, such is not tantamount to illegal dismissal, but a mere cessation of their contractual relations under the Talent Agreement.¹⁰

Ruling of the Court of Appeals

In a Decision¹¹ dated July 3, 2020, the CA held that whether or not there is a finding of regular employment, the complaint of Alfredo should be dismissed, as there was no dismissal from employment. Alfredo failed to prove that he was dismissed from employment on December 31, 2014 or the day of the supposed pre-termination of his Talent Agreement. The CA found on record that Alfredo continued to render services for GMA Network beyond December 31, 2014, for which he received compensation. The pay slips of Alfredo indicating receipt of compensation for the period of January 2015 to March 2015 run contradictory to his allegation that he was refused by the company to work on January 1, 2015. Records also show that Alfredo applied for a vacation leave from his Project Manager to travel to Dubai from March 1, 2015 until March 20, 2015. Alfredo does not deny conferring with his Project Manager of looking for work in Dubai. In fact, Alfredo did not return

⁹ Id. at 31-32.

¹⁰ Id. at 32-33.

¹¹ Supra note 2.

to the network after his vacation leave and currently has a gainful employment in Dubai.¹²

The CA also held that with the Decision on regularization in NLRC NCR 06-06683-14, Alfredo could have maintained the status quo of his employment considering that his Talent Agreement had yet to expire. However, Alfredo's act of leaving before expiration of the Talent Agreement and later securing employment in Dubai indicate his intent to sever his working relationship with GMA Network. Further, despite his receipt of the Notice of Regularization issued by GMA Network pursuant to the NLRC Decision in NLRC NCR 06-06683-14, he did not return to the employ of GMA Network. Alfredo only communicated his reservations to the employment contract regarding the tacking of his previous tenure. Yet, he continued employment in Dubai.¹³

The CA finally held that the evidence submitted by the employer to disprove illegal dismissal should not be ignored on the pretext that the employee would not have filed an illegal dismissal case if he had not been really dismissed. Such is a *non sequitur* reasoning that can never validly take the place of evidence of both the employer and the employee. Regardless of Alfredo's employment status, the fact remains that he voluntarily relinquished his employment.¹⁴

Proceedings Before This Court

Alfredo filed an appeal by *certiorari* under Rule 45 of the Rules of Court reiterating his position that he is a regular employee of GMA Network. As a regular employee, he cannot be terminated from employment due to the expiration of his contract. He maintained that the Decision in NLRC NCR 06-06683-14 finding him and his colleagues as regular employees must be applied in the instant case. The NLRC Decision was even affirmed by the CA. Applying the principle of the law of the case, Alfredo claimed that the ruling of the appellate court that he and his colleagues are regular employees cannot be departed from in the subsequent proceedings. The issue of Alfredo being a regular employee had already been resolved. In fact, GMA Network even sent a Notice of Regularization to Alfredo pursuant to the NLRC Decision in NLRC NCR 06-06683-14. Thus, the fact that Alfredo is a regular employee cannot be denied or disputed.¹⁵

¹² *Rollo*, pp. 34-35.

¹³ *Id.* at 35-37.

¹⁴ *Id.* at 37-38.

¹⁵ *Id.* at 18-19.

Alfredo also argued that in applying the four-fold test, it will readily show that he is a regular employee of GMA Network. Alfredo argued that the manner and selection of employees was done by GMA Network. He was made to submit a resume, medical certificate, picture, transcript of records, like any other applicant for employment. No special skill, talent, or technical know-how was required of him. Further, the power to dismiss him belonged to GMA Network. Alfredo even claimed that he is subject to the disciplining authority of GMA Network as he was previously penalized for tardiness of late submission of a script.¹⁶

Finally, Alfredo claimed that GMA Network has control over the means and methods of his work. All equipment and facilities needed for the accomplishment of his tasks are provided for by GMA Network. His tasks are necessary and desirable in the ordinary course of business of GMA Network. The fact that a talent agreement exists does not necessarily prevent a regular employment status.¹⁷

Ruling of the Court

The petition lacks merit.

For starters, the doctrine of law of the case is inapplicable. Law of the case has been defined as the opinion delivered on a former appeal which relates entirely to questions of law, and is confined in its operation to subsequent proceedings in the same case. In other words, once the appellate court has issued a pronouncement on a point that was presented to it, with full opportunity to be heard having been accorded to the parties, the pronouncement should be regarded as the law of the case and should not be reopened on remand of the case to determine other issues of the case, like damages.¹⁸ Here, there are two cases contemplated. Further, the issues raised in the proceedings in NLRC NCR 06-06683-14, albeit involving Alfredo, among other employees, and GMA Network, are independent from the issue in the present case. The NLRC Decision in NLRC NCR 06-06683-14 decided on the question of whether a group of GMA Network personnel, including Alfredo, are deemed regular employees. The instant case is a question of illegal dismissal. Notably, there is no indication whether the NLRC Decision in NLRC NCR 06-06683-14, as affirmed by the CA, attained finality or raised this Court. Thus, the Court cannot take judicial notice of the ruling in NLRC NCR 06-06683-14 as the same may still be under dispute.

¹⁶ Id. at 20-21.

¹⁷ Id. at 21.

¹⁸ *Dev't Bank of the Phils. v. Guariña Agricultural & Realty Dev't. Corp.*, 724 Phil. 209, 225 (2014).

In any case, the Court agrees with the findings of the CA that Alfredo was not illegally dismissed from employment as there is no dismissal. Alfredo severed the employer-employee relationship with GMA Network. His allegation that he was refused to work on January 1, 2015 had clearly been rebutted by respondent company's records showing undisputed payments of his salary until March 2015. The undisputed fact that Alfredo sought permission for a vacation leave from March 1, 2015 until March 20, 2015, would logically mean that his contract had not yet expired. It follows that upon conclusion of his vacation leave, he must return to work, which he did not do. Alfredo also does not deny that he gained employment while in Dubai, which is the reason why he no longer returned to GMA Network after his vacation leave. What finally convinces this Court that Alfredo had no intent to return to work was his failure to still return to GMA Network despite the Notice of Regularization from the respondent network.

The Court is not unmindful of the rule in labor cases that the employer has the burden of proving that the termination was for a valid or authorized cause.¹⁹ However, fair evidentiary rule dictates that before employers are burdened to prove that they did not commit illegal dismissal, it is incumbent upon the employee to first establish by substantial evidence the fact of his or her dismissal.²⁰ From the discussion above, this Court finds that Alfredo was not dismissed from employment.

WHEREFORE, the instant petition is **DENIED**. The Decision dated July 3, 2020 of the Court of Appeals in CA-G.R. SP No. 154863 is hereby **AFFIRMED**.

SO ORDERED." (Gesmundo, *CJ. vice Rosario, J., per Raffle* dated December 6, 2021.)

By authority of the Court:

Misael Domingo C. Battung III
MISAELO DOMINGO C. BATTUNG III
Division Clerk of Court
11/4/21

¹⁹ *Noblejas v. Italian Maritime Academy Phils., Inc.*, 735 Phil. 713, 721 (2014).

²⁰ *Id.*

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