



REPUBLIC OF THE PHILIPPINES
SUPREME COURT
Manila

SECOND DIVISION

NOTICE

Sirs/Mesdames:

Please take notice that the Court, Second Division, issued a Resolution dated August 8, 2022 which reads as follows:

“G.R. No. 252754 (Jose C. Aladin, Armando B. Mamhot, Eduardo G. Balabat, Roland A. Celzo and William S. Lacadman, *Petitioners v. JCA Security Services, Inc., Judy A. Abalos and Jonathan Abalos, Respondents*). — This Court resolves a Petition for Review on *Certiorari*¹ under Rule 45 of the Rules of Court, filed by Jose C. Aladin (*Aladin*), Armando B. Mamhot (*Mamhot*), Eduardo G. Balabat (*Balabat*), Roland A. Celzo (*Celzo*) and William S. Lacadman (*Lacadman*) (*Aladin et al.*) assailing the Decision² and Resolution³ of the Court of Appeals.

JCA Security Services, Inc. (*JCA*) is a domestic corporation engaged in the local hiring and deployment of security guards in various establishments, while Judy Abalos and Jonathan Abalos (*Spouses Abalos*) are its General Manager and President, respectively. Aladin et al. were all hired as security guards by JCA on August 1, 2007; August 25, 2007; June 18, 2008; October 2008; and May 4, 2010, respectively.⁴

On August 14, 2017, Aladin et al. filed a Complaint for illegal dismissal and money claims against JCA and Spouses Abalos with the arbitration branch of the National Labor Relations Commission. In their Joint Position Paper, they averred that they rendered services for JCA for an average of 10 years. During the period of their employment, they received their monthly salaries through their bank accounts. They never signed any payroll or other papers reflecting the amount of their salaries. Further, they were required to sign and submit undated Resignation Clearances and Quitclaims, Waivers and Releases around three to four times a year. Whenever they refused to sign such documents, JCA would withhold their salaries leaving them with no choice but to comply.⁵

¹ *Rollo*, pp. 10–21.

² *Id.* at 32–45. The October 24, 2019 Decision in CA-G.R. SP No. 160514 was penned by Associate Justice Ramon R. Garcia and concurred in by Associate Justices Maria Isabela A. Paredes and Tita Marilyn B. Payoyo-Villordon of the Eighth Division, Court of Appeals, Manila.

³ *Id.* at 47–48. The March 13, 2020 Resolution CA-G.R. SP No. 160514 was penned by Associate Justice Ramon R. Garcia and concurred in by Associate Justices Maria Isabela A. Paredes and Tita Marilyn B. Payoyo-Villordon of the Former Eighth Division, Court of Appeals, Manila.

⁴ *Id.* at 33.

⁵ *Id.*

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On September 16, 2016, Aladin and Celzo were allegedly told “*Wala na kayong pwesto, wala na kaming kailangan.*” Sometime in January 2017, Mamhot, Lacadman and Balabat were also informed that they were being absorbed by another agency, Aglipay Security Agency. On February 21, 2017, they were told that “*You are no longer needed because you are overage.*” As a result, Aladin *et al.* filed a Complaint for Illegal Dismissal against JCA and the Spouses Abalos. They prayed for reinstatement, or separation pay in lieu thereof, as well as for the payment of salary differential, overtime pay, holiday pay, service incentive leave pay, 13th month pay, back wages, Emergency Cost of Living Allowance (*ECOLA*), night shift differential, illegal deduction, moral and exemplary damages, and attorney’s fees.⁶

For their part, JCA and Spouses Abalos asserted that Aladin *et al.* were not dismissed and that they voluntarily severed their employment. Balabat, Lacadman, and Mamhot tendered their resignation on January 21, 2017, while Aladin and Celzo voluntarily resigned effective September 28, 2016. After their resignation, JCA paid salaries and benefits due them as shown by the resignation clearances and quitclaims executed by Aladin *et al.* Under these notarized documents, Aladin *et al.* acknowledged receipt of the respective amounts as full settlement of all their claims against JCA. The clearances and waivers expressly discharged JCA from any further obligations arising from the cessation of Aladin *et al.*’s employment. However, Aladin *et al.* disregarded their undertakings in the aforementioned documents and filed a complaint for illegal dismissal, prompting JCA to file a separate action for perjury against petitioners.⁷

In response, Aladin *et al.* denied having received the amounts indicated in the quitclaims. They stated that they were only given their last salaries. They were merely coerced into signing blank quitclaims and JCA subsequently filled up the blanks with the aforementioned amounts.⁸

In a Decision,⁹ the labor arbiter dismissed the complaint for lack of merit but ordered JCA to pay Aladin *et al.* the amounts contained in the quitclaims. It found that Aladin *et al.* failed to discharge the burden of proving the fact of their dismissal by substantial evidence as they only offered their bare and uncorroborated allegations that their services were terminated without just cause. Aladin *et al.* did not even identify who verbally dismissed them from employment. The labor tribunal upheld the validity of the resignation clearances and quitclaims, the same having been duly notarized and voluntarily signed by petitioners. The labor arbiter ruled, however, that JCA failed to adduce evidence proving that Aladin, *et al.* actually received the

⁶ *Id.* at 33–34. The June 27, 2018 Decision in NLRC NCR Case No. 08-12100-17 was penned by Labor Arbiter Augusto L. Villanueva, National Labor Relations Commission, Quezon City.

⁷ *Id.* at 34.

⁸ *Id.*

⁹ *Id.* at 131–138.

amounts indicated therein. Consequently, JCA was ordered to pay Aladin et al. the corresponding amounts indicated in their respective quitclaims.¹⁰ The relevant portion of the labor arbiter Decision is as follows:

[T]he Office is convinced that complainants have not received the consideration declared in the Quitclaim x x x in view of complainants' denial of receiving the amount due them in consideration of signing the Quitclaim. x x x Respondent can simply submit and present proof of payment such as voucher or any pertinent documents which would show that complainants actually received the amount contained in the Quitclaim[;] however, respondent failed. Thus, like any written agreement, respondent should faithfully comply with [the] terms of the Waiver [,] Quitclaim and Release and there being no evidence that complainants actually [received] the same, the amount written [therein] should therefore be given by respondent JCA to complainants.

WHEREFORE, premises considered[,] the judgment is hereby rendered: the instant complaint against the respondents is hereby DISMISSED for lack of merit. However, respondent JCA SECURITY SERVICES INC. is hereby ORDERED to pay complainants the following amount as contained in their respective Quitclaim, Waiver and Release:

JOSE C. ALADIN	P44, 058.13
ARMANDO B. MAMHOT	P43,246.78
EDUARDO G. BALABAT	P55,272.82
ROLAND CELZO	P43,246.78
WILLIAM LACADMAN	P54,041.78
	=====
Total	P239, 866.29

All other claims are dismissed for lack of merit.

SO ORDERED. (Emphasis omitted)¹¹

Notably, Aladin et al. did not question the findings and conclusions of the labor arbiter. Only JCA filed a partial appeal on the aforementioned Decision. The only question raised in their appeal pertained to the finding of the labor arbiter that Aladin et al. have not received the amounts indicated in the quitclaims. JCA submitted to National Labor Relations Commission the documents denominated as Resignation Clearances/Vouchers which were wholly written and signed by Aladin et al. The documents acknowledged their receipt of the amounts which represent full payment of their salaries and benefits, with a waiver of any future claim arising from their resignation.¹²

¹⁰ *Id.* at 34-45

¹¹ *Id.* at 36-37.

¹² *Id.* at 37.

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In its Decision,¹³ the National Labor Relations Commission ruled in favor of JCA and deleted the monetary awards given to Aladin et al. The labor tribunal upheld the validity and due execution of the subject quitclaims. It explained that documents acknowledged before a Notary Public cannot be impugned by the mere self-serving allegations of Aladin et al. that the same were forged and irregularly issued. Considering that the quitclaims clearly indicated that Aladin et al. actually received the amounts due them, the labor arbiter's monetary awards should be deleted.¹⁴ The decretal portion of the Decision states:

WHEREFORE, premises considered, the Partial Appeal dated 9 July 2018 is GRANTED. The assailed Decision dated 27 June 2018 is AFFIRMED with MODIFICATION.

The Quitclaim, Release and Waivers executed by complainants-appellees JOSE C. ALADIN, Armando B. Mamhot, Eduardo G. [Balabat], Roland A. Celzo and William S. Lacadman in favor of respondent-[appellant] [JCA] Security Services, Inc. are LEGAL, VALID, and BINDING.

The awards of Php44,058.13, Php43,246.78, Php55,272.82, Php43,246.78 and Php54,041.78 are hereby DELETED.

Except for the above modification, the rest of the assailed Decision remains.

SO ORDERED. (Emphasis omitted)¹⁵

The National Labor Relations Commission denied Aladin et al.'s Motion for Reconsideration in its Resolution.¹⁶

Aggrieved, Aladin et al. filed a Petition for *Certiorari* with the Court of Appeals raising the lone ground that the National Labor Relations Commission committed grave abuse of discretion amounting to lack or excess of jurisdiction in declaring that the quitclaims, waivers, and release are legal, valid, and binding.¹⁷

In its Decision,¹⁸ the Court of Appeals denied the petition for lack of merit. The Court of Appeals discussed that the National Labor Relations Commission's finding that petitioners were paid the amounts stated in the

¹³ *Id.* at 78–87. The September 28, 2018 Decision was penned by Commissioner Leonard Vinz O. Ignacio, and concurred in by Presiding Commissioner Grace M. Venus and Mary Ann F. Plata-Daytia of the Fourth Division, National Labor Relations Commission, Quezon City.

¹⁴ *Id.* at 37–38.

¹⁵ *Id.* at 39.

¹⁶ *Id.* at 89–93. The December 27, 2018 Decision was penned by Commissioner Leonard Vinz O. Ignacio, and concurred in by Presiding Commissioner Grace M. Venus and Mary Ann F. Plata-Daytia of the Fourth Division, National Labor Relations Commission, Quezon City.

¹⁷ *Id.* at 39–40.

¹⁸ *Id.* at 32–45.

quitclaims, waivers and releases was adequately supported by substantial evidence.¹⁹ The Court of Appeals concluded its discussion in this wise:

Even assuming for the sake of argument that the quitclaims and other documents executed by petitioners acknowledging receipt of the amounts indicated in the quitclaims are not given evidentiary weight, petitioners are nevertheless not entitled to any monetary compensation from private respondent JCA. To reiterate, petitioners' complaint for illegal dismissal was dismissed by the Labor Arbiter. They were adjudged to have voluntarily resigned from their employment. As employees who voluntarily severed their employment, petitioners are not entitled to any monetary compensation from their employer. In the same vein, petitioners' money claims such as 13th month pay, wage differential, overtime pay and holiday pay were similarly found by the Labor Arbiter to be without merit. The Labor Arbiter's Decision anent these matters had attained finality in the absence of an appeal questioning the same. Petitioners themselves expressly admitted in their pleadings before the Labor Arbiter that private respondent JCA had already paid their last salaries. Given all these circumstances, it is crystal clear that petitioners' monetary claims against private respondent JCA has no leg to stand on.

In sum, We find no compelling reason to reverse or modify the assailed Decision dated September 28, 2018 of public respondent [National Labor Relations Commission] deleting the monetary awards in favor of petitioners.

WHEREFORE, the instant petition for certiorari is hereby **DISMISSED**.

SO ORDERED.²⁰ (Emphasis in the original)

In its Resolution,²¹ the Court of Appeals denied the motion for reconsideration filed by Aladin et al.

Hence, this recourse.

Issue

Whether the National Labor Relations Commission committed grave abuse of discretion in deleting the monetary awards as reflected in the quitclaims, waivers and releases.

This Court's Ruling

At the outset, it is established that in a Rule 45 review of labor cases, this Court examines the correctness of the decision of the Court of Appeals in

¹⁹ *Id.* at 41.

²⁰ *Id.* at 44.

²¹ *Id.* at 47-48.

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its determination of the presence or absence of grave abuse of discretion.²² As explained in the case of *Telephilippines, Inc v. Jacolbe*:²³

In ruling for legal correctness, the Court views the CA decision in the same context that the petition for *certiorari* was presented to the CA. Hence, the Court has to examine the CA Decision from the prism of whether the CA correctly determined the presence or absence of grave abuse of discretion in the NLRC Decision.²⁴

Grave abuse of discretion, amounting to lack or excess of jurisdiction, can only be ascribed to the National Labor Relations Commission when it exercises a “capricious and whimsical exercise of judgment, done in a despotic manner by reason of passion or personal hostility, the character of which is so patent and gross as to amount to an evasion of positive duty or to a virtual refusal to perform the duty enjoined by or to act at all in contemplation of law.”²⁵

Once again, Aladin et al. repeatedly assert that the quitclaims they signed were invalid and did not prove actual payment. They claim that waivers are commonly frowned upon as public policy and ineffective to bar claims for the full measure of the workers’ legal rights.²⁶ They likewise aver that the presumption of regularity in notarized documents does not apply in their case due to the fact that quitclaims show a blank portion for the amounts received, where the amounts are handwritten with different strokes from that of the individual petitioners in the signature line.²⁷ They once again bring to the fore their position that they were illegally dismissed by respondents, arguing that their respective resignations and clearance letters were dubious.²⁸ Finally, they reiterate their position that the JCA and the Spouses Abalos did not show any other proof, aside from the subject quitclaim, that Aladin et al. received their salaries and benefits.²⁹

We deny the petition for utter lack of merit.

*Validity of quitclaims;
presumption of regularity in
notarized documents; proof of
payment*

²² *Madrio v. Atlas Fertilizer Corporation*, G.R. No. 241445, August 14, 2019 [Per J. Perlas-Bernabe, First Division].

²³ G.R. No. 233999, February 18, 2019 [Per J. Perlas-Bernabe, Second Division].

²⁴ *Id.*

²⁵ *Traveloka Philippines, Inc. v. Ceballos, Jr.*, G.R. No. 254697 (Resolution), February 14, 2022 [Per J. Perlas-Bernabe, Second Division].

²⁶ *Rollo*, p. 17.

²⁷ *Id.* at 18.

²⁸ *Id.* at 19-20.

²⁹ *Id.* at 21.

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Quitclaims are not disfavored *in esse*. As provided by *Bantolino v. Coca-Cola Philippines*,³⁰ quitclaims represent transactions that must be upheld unless shown to be unconscionable:

Not all waivers and quitclaims are invalid as against public policy. If the agreement was voluntarily entered into and represents a reasonable settlement, it is binding on the parties and may not later be disowned simply because of a change of mind. **It is only where there is clear proof that the waiver was wangled from an unsuspecting or gullible person, or the terms of settlement are unconscionable on its face, that the law will step in to annul the questionable transaction.** But where it is shown that the person making the waiver did so voluntarily, with full understanding of what he was doing, and the consideration for the quitclaim is credible and reasonable, the transaction must be recognized as a valid and binding undertaking.³¹

Case law further establishes the parameters in determining whether a quitclaim, release or waiver is valid:

- (1) That there was no fraud or deceit on the part of any of the parties;
- (2) That the consideration for the quitclaim is sufficient and reasonable; and
- (3) That the contract is not contrary to law, public order, public policy, morals or good customs, or prejudicial to a third person with a right recognized by law.³²

As the labor arbiter, National Labor Relations Commission, and Court of Appeals have found, these requisites appear to be present in this case. Aladin et al. did not prove their allegations of fraud in the execution of their quitclaims. In fact, as found by the Court of Appeals, they executed resignation vouchers which were wholly handwritten and signed by Aladin et al. Under these documents, Aladin et al. duly acknowledged receipt of the monetary amounts representing the full settlement of their salaries and benefits and expressed their voluntary resignation as security guards.³³ The different quitclaims, premised on the cessation of their employment, indicated their receipt of different amounts representing their consideration for the separation pay, retirement pay, proportionate 13th month pay, salaries and other benefits, as follows: Balabat – PHP 55,272.82; Aladin – PHP 44,058.13; Celzo – PHP 43,246.78; Mamhot – PHP 55,272.82; and Lacadman – PHP 54,041.78.³⁴

As to Aladin et al.'s repudiation of the quitclaims by including blanks that were filled out with handwritten details, We reproduce, for reference, the

³⁰ 451 Phil. 839 (2003) [Per J. Bellosillo, Second Division].

³¹ *Id.*

³² *Arlo Aluminum v. Pironi*, 813 Phil. 188, 198–199 (2017) [Per J. Mendoza, Second Division].

³³ *Rollo*, p. 43.

³⁴ *Id.* at 269–273.

Quitclaim, Waiver and Release³⁵ executed by Aladin, which is similarly worded with the other quitclaims executed by the others:

Quitclaim, Waiver and Release

I, JOSE C. ALADIN, of legal age, Filipino, and a resident of 191 Gen. Ricarte St., Cainta, Rizal, after having been sworn in accordance with law, depose and state that:

1. I am a former employee of JCA Security Services Inc. (hereinafter referred to as the Company), my employment herein having validly ceased effective September 28, 2016;
2. I have received all the benefits due me arising out or in connection with my employment in the company, including the full amount ₱44,058.13-Forty four thousand fifty eight pesos and thirteen centavos to me in hand paid in full by the Company, and receipt of which I hereby acknowledge, which amount represents my separation pay, retirement pay, proportionate 13th month pay, salaries and all other benefits, in full and final settlement of any and all claims I may have against the Company, arising out of or as a consequence of my employment, or out of the cessation of my employment from the company;
3. I hereby release and forever discharge the Company, its parent, affiliate or subsidiary companies, their stockholders, directors, officers, agents and employees from any action, claim for sum of money or other obligations arising from all incidents of my employment with the Company or out of cessation of my employment;
4. I acknowledge that I have received all the amounts that are now in the future [may] [be] due me from the company, and that I am physically fit for work and am not suffering from any disability;

....

6. Finally, I hereby declare that I have read this entire document, the contents of which have been fully explained to me which I have fully understood, and the entire Quitclaim, Waiver and Release hereby given is made by me willingly, voluntarily and with full knowledge of my rights under the law.

....

JOSE C. ALADIN
Name of Employee (Sgd.)³⁶ (Emphasis supplied)

A reading of the terms contained in the subject quitclaim shows that sufficient considerations were given for the respective employees' release of JCA from liability. Based on a plain reading, nothing in the terms is contrary

³⁵ *Id.* at 270.

³⁶ *Id.* at 41-42; 270.

to law, public order, public policy, morals or good customs, or prejudicial to a third person with a right recognized by law.³⁷

The question, however, as to whether respondents actually received the indicated payments, is a question of fact. At this juncture, We stress the general rule that this Court does not review factual questions primarily because it is not a trier of facts.³⁸ It is generally not inclined to reexamine and reevaluate the evidence of the parties, whether testimonial or documentary.³⁹ While certain exceptions⁴⁰ are provided by case law, none apply in this case. Hence, We adopt the factual findings made by the National Labor Relations Commission and the Court of Appeals that petitioners indeed received the amounts stated in their individual quitclaims. On this matter, the National Labor Relations Commission found:

Our Records reveal that complainants-appellees individually executed Quitclaims, Waivers and Releases wherein they acknowledged having received "all benefits due me arising out of or in connection with my employment with the Company. . . .

We note that the Quitclaims, Waivers and Releases [that] were duly acknowledged before a Notary Public, are public documents, which cannot be impugned by mere self-serving allegations. Consequently, proof of irregularity in their execution is absolutely essential.

Moreover, notarial documents are evidence of the facts in clear and unequivocal manner therein expressed.

In response, complainants-appellees denied having received the said amounts. They claimed that they were made to sign blank Quitclaims, Waivers and Releases and that it was respondents-[appellants] who filled up the entries therein. Complainants-appellees also claimed that they were not present when the Quitclaims, Waivers and Releases were notarized.

To Our mind, these are self-serving allegations which, in the absence of corroborating evidence, are insufficient to overthrow the

³⁷ *Arlo Aluminum v. Pinoni*, *supra* note 32.

³⁸ *JR Hauling Services v. Solamo*, G.R. No. 214294, September 30, 2020 [Per J. Hermendo, Second Division].

³⁹ *Id.*

⁴⁰ (1) the conclusion is a finding grounded entirely on speculation, surmise and conjecture;
 (2) the inference made is manifestly mistaken,
 (3) there is grave abuse of discretion;
 (4) the judgment is based on a misapprehension of facts;
 (5) the findings of fact are conflicting;
 (6) the Court of Appeals went beyond the issues of the case and its findings are contrary to the admissions of both appellant and appellees;
 (7) the findings of fact of the Court of Appeals are contrary to those of the trial court;
 (8) said findings of fact are conclusions without citation of specific evidence on which they are based;
 (9) the facts set forth in the petition as well as in the petitioner's main and reply briefs are not disputed by the respondents; and
 (10) the findings of fact of the Court of Appeals are premised on the supposed absence of evidence and contradicted by the evidence on record. See *Sigaya v. Mavugo*, 504 Phil. 600 (2005) [Per J. Austria-Martinez, Second Division].

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presumption of regularity accorded to the notarized Quitclaims, Waivers and Releases.

Considering that the Quitclaims, Waivers and Releases expressly and clearly mentioned that complainants-appellees “received” the amounts indicated therein, We find that complainants-appellees actually received the same amounts. . . .

In fact, complainants-appellees’ allegation that the entries in the Quitclaims, Waivers and Releases were forged by respondents-appellants cannot automatically sway Us to ignore said documents because “forgery cannot be presumed and must be proved by clear, positive and convincing evidence and the burden of proof lies on the party alleging forgery.”⁴¹ (Emphasis supplied; citations omitted)

In making this finding, the National Labor Relations Commission weighed the presumption of regularity accorded to the notarized quitclaim against the bare statements of petitioners. Judicial review of labor cases does not go beyond the evaluation of the sufficiency of the evidence upon which its labor officials’ findings rest.⁴² The factual findings and conclusions of the National Labor Relations Commission are generally accorded not only great weight and respect, but even clothed with finality when supported by substantial evidence.⁴³

In this case, this Court finds ample evidence to support the findings of the National Labor Relations Commission which determined the subject quitclaim, release and waivers executed by Aladin et al. as legal, valid, and binding, concomitantly deleting the monetary awards as indicated in the executed quitclaims. To rule otherwise would be tantamount to unjust enrichment on their part.⁴⁴

Aladin et al. are barred from raising the issue of illegal dismissal.

Despite the issue not having been reviewed by the National Labor Relations Commission and the Court of Appeals, Aladin et al. include in their allegations that the involuntariness of the resignation is supported by the fact that they filed a complaint for illegal dismissal against JCA and the Spouses Abalos.⁴⁵

⁴¹ *Rollo*, pp. 84-85.

⁴² *Peckson v. Robinson Supermarket Corp. et al.*, 713 Phil. 471, 479 (2013) [Per J. Reyes, First Division].

⁴³ *Abundo v. Magsaysay Maritime Corporation, et al.*, G.R. No. 222348, November 20, 2019 [Per J. Inting, Second Division].

⁴⁴ There is unjust enrichment when a person unjustly retains a benefit to the loss of another, or when a person retains money or property of another against the fundamental principles of justice, equity and good conscience. The principle of unjust enrichment requires two conditions: (1) that a person is benefited without a valid basis or justification, and (2) that such benefit is derived at the expense of another. See *PSE v. Litonjua*, 801 Phil. 909 (2016) [Per J. Perez, Third Division].

⁴⁵ *Rollo*, p. 20.

We take note, however, that this issue has already been resolved by the labor arbiter in the negative, and Aladin et al. did not interpose an appeal. The case was only elevated on appeal because of respondents' resort to the National Labor Relations Commission regarding the monetary claims awarded by the labor arbiter. We cannot fault the National Labor Relations Commission for not passing upon the issue of illegal dismissal as its disposition of the issues was based on its rules of procedure, to wit:

Section 4. Requisite for Perfection of Appeal. ---

(d) Subject to the provisions of Article 128 of the Labor Code, once the appeal is perfected in accordance with these Rules, the Commission shall limit itself to reviewing and deciding only the specific issues that were elevated on appeal.⁴⁶

Nevertheless, this Court has established that a resignation voluntarily made by the employee, if without coercion or intimidation, contradicts a claim of illegal dismissal.⁴⁷

The circumstances alleged by Aladin et al., however, can hardly be considered coercion or intimidation. In support of their claim, Aladin et al. narrate in their Position Paper that Aladin and Celzo were told "*wala na kayong pwesto, wala na kaming kailangan*" on September 16, 2016. They state, "*parang nagpalayas ng asong ulol sa kalsada without regard the [sic] complainants as regular employees of the respondents.*"⁴⁸ As for Mamhot, Lacadman, and Balabat, they base their claim of illegal dismissal on the alleged fraudulent scheme where they were absorbed by Aglipay Security Agency after the meeting between the two agencies in January 2017.⁴⁹ They rendered their services with JCA until their turn-over to Aglipay Security Agency, but was allegedly told on February 21, 2017 that "*you are no longer needed because you are overage.*" Again, Aladin et al. do not specify the persons who gave the controversial statements. We likewise note the discrepancies in their narrative when compared with the documents. The resignation clearances as well as the quitclaims were all notarized on February 3, 2017,⁵⁰ occurring before the purported date when they were told they were overage.

All told, the Court of Appeals did not err in finding that the National Labor Relations Commission did not commit grave abuse of discretion. A review of the assailed rulings by the National Labor Relations Commission and the Court of Appeals would show that such findings were based on

⁴⁶ 2011 Rules of Procedure, as amended. Dated May 31, 2011.

⁴⁷ *Jose B. Torres, Jr. v. OSA Industries (Notice)*, G.R. No. 244331, March 11, 2019.

⁴⁸ *Rollo*, p. 230.

⁴⁹ *Id.* at 231.

⁵⁰ *Id.* at 264-273.

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evidence and the applicable law and jurisprudence. This Court is thus constrained to deny the instant petition.

FOR THESE REASONS, the instant Petition for Review on *Certiorari* is **DENIED**. The Decision dated October 24, 2019 and Resolution dated March 13, 2020 of the Court of Appeals, under CA-G.R. SP No. 160514 are **AFFIRMED**. The Complaint for illegal dismissal, actual, moral, and exemplary damages, and attorney's fees is **DISMISSED** for lack of merit.

SO ORDERED." (Lopez, M., J., on official leave)

By authority of the Court:

TERESITA AQUINO TUAZON
Division Clerk of Court

By:



MA. CONSOLACION GAMINDE-CRUZADA
Deputy Division Clerk of Court ^{mm}
25 JAN 2023 1/25

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