Republic of the Philippines
Supreme Court
Manila

FIRST DIVISION

NOTICE

Sirs/Mesdames:

Please take notice that the Court, First Division, issued a Resolution dated **March 22, 2023** *which reads as follows:*

"G.R. No. 245835 (*Santiago S. Nuda v. LGTM Corporation, Inc. and Teodoro Camacho*).—This Petition[1] for Review on *Certiorari* filed under Rule 45 of the Rules of Court seeks to reverse and set aside the August 16, 2018 Decision[2] of the Court of Appeals (CA) in CA-G.R. SP No. 152077. In its assailed Decision, the CA affirmed the December 15, 2016[3] and the June 21, 2017[4] Resolutions of the National Labor Relations Commission (NLRC), in NLRC LAC No. 08-002274-16 which dismissed the complaint for Illegal Dismissal, Non-Payment and Underpayment of Wages, Non-Payment of Overtime Pay, Holiday Pay, Rest Day Premiums, 13th Month Pay, Allowances, and Service Incentive Leave Pay, and Attorney's Fees filed by petitioner Santiago S. Nuda against respondents LGTM Corporation, Inc. (LGTM) and Teodoro Camacho (Camacho). In a Resolution[5] dated February 7, 2019, the CA refused to reconsider its earlier Decision.

Factual Antecedents

On September 4, 2008,[6] LGTM acquired Everlasting Memorial Park located in Baguio City from Angelita Cruz (Cruz) through a Deed of Assignment. The said property was named St. Bernice Homes and Paradise Garden Park (St. Bernice Homes).[7]

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1 *Rollo*, pp. 4-18.
2 Id. at 93-104. Penned by Associate Justice Jhosep Y. Lopez (now a Member of the Court) and concurred in by Associate Justices Rodil V. Zalameda (now a Member of the Court) and Magdangal M. De Leon.
3 Id. at 70-76.
4 Id. at 78-91.
5 Id. at 116-117. Penned by Associate Justice Jhosep Y. Lopez (now a Member of the Court) and concurred in by Associate Justice Rodil V. Zalameda (now a Member of the Court) and Ramon M. Bato, Jr.
6 Id. at 108.
7 Id. at 94.

Meanwhile, on January 9, 2007, petitioner was assigned as caretaker and guard of St. Bernice Homes,[8] and received a monthly salary of PHP 6,000.00.[9] Being employed principally as guard, petitioner possessed a security license[10] and was issued a firearm by LGTM.[11] Petitioner claimed that, although he has not received his salaries and other benefits, such as 13th month pay and service incentive leave pay, since 2012, he remained an employee of LGTM until he was illegally dismissed on October 28, 2015.[12]

For their part, respondents claimed that petitioner, on various dates, and without obtaining permission from LGTM, permitted several individuals under the employ of Cruz to enter the premises of St. Bernice Homes.[13] Thereafter, on October 28, 2015, petitioner allowed a group of individuals, also under the employ of Cruz, to enter the premises of St. Bernice Homes, who eventually took possession and control of the property.[14] Upon learning of the incident, LGTM and its president, herein individual respondent Camacho, engaged the services of a security agency to accompany him inside St. Bernice Homes. Camacho and the guards of the security agency were later incarcerated and detained at the Baguio City Jail. It was during this time that respondents discovered petitioner's connivance with Cruz. Petitioner since then supposedly left and never reported back to work.[15]

For his part, petitioner claimed that on October 28, 2015, a group of individuals took control of St. Bernice Homes. Since then, he was barred from doing his work as guard of the property. His inquiries from the branch head of LGTM were left unheeded, and was threatened with a lawsuit for allegedly collaborating with Cruz. Aggrieved, petitioner filed the instant complaint before the NLRC Regional Arbitration Branch, Cordillera Administrative Region (NLRC-RAB-CAR) against respondents.[16]

Ruling of the Labor Arbiter

In a Decision[17] dated June 28, 2016, the arbiter held that petitioner was illegally dismissed from employment considering the lack of evidence proving that he abandoned his employment with LGTM. The arbiter also gave credence to petitioner's allegation that LGTM failed to pay him his salaries from November 24, 2012 until his dismissal from employment on October 28, 2015.[18]

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[8] Id.
[9] Id.
[10] Id.
[11] Id.
[12] Id.
[13] Id. at 60 and 94.
[14] Id. at 60.
[15] Id.
[16] Id. at 94.
[17] CA *rollo*, pp. 26-32.
[18] Id. at 29-30.

The dispositive portion of the said decision states:

> **WHEREFORE**, premises considered, respondent LGTM Corporation is found guilty of illegal dismissal, and hereby ordered to pay complainant the aggregate provisional (computed to date) sum of **P394,149.03**, representing:
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> 1. Backwages computed from November 24, 2012 up to finality of this decision;
> 2. Service incentive leave pay computed from January 1, 2012;
> 3. Separation pay equivalent to one month wage for every year of service computed from January 9, 2007; and
> 4. Attorney's fees equivalent to 10% of the total monetary award.
>
> All other claims are dismissed for lack of merit. x x x
>
> **SO ORDERED.**[19] Emphasis in the original)

Respondents filed an appeal with the NLRC.[20]

Ruling of the National Labor Relations Commission

After respondents complied with the Order dated August 31, 2016 of the NLRC to post additional bond in the amount of PHP 322,317.30,[21] the NLRC issued a Decision[22] dated October 28, 2016 partially granting respondents' appeal. Specifically, the NLRC found that respondents failed to substantiate their allegation that petitioner abandoned his work. The NLRC, however, reduced the monetary award from PHP 394,149.03 to PHP 314,007.10.[23]

Respondents filed a Partial Motion for Reconsideration.[24] Subsequently, in a Resolution[25] dated December 15, 2016, the NLRC reconsidered and set aside its August 31, 2016 Decision. The dispositive portion of the said Resolution states:

> WHEREFORE, our decision dated 28 October 2016 is hereby VACATED and SET ASIDE. The complaint for illegal dismissal is DISMISSED. Respondent LGTM Corporation is ordered to pay complainant Santiago S. Nuda his service incentive leave pay in the amount of Nine Thousand Two Hundred Thirty Pesos and 77/100 (P9,230.77) and ten percent thereof as attorney's fees.

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[19] Id. at 31.
[20] Id. at 36-40.
[21] Id. at 43.
[22] Id. at 43-55.
[23] Id. at 54.
[24] See id. at 57.
[25] Id. at 57-63.

The other claims are dismissed.

SO ORDERED.[26]

The NLRC held that petitioner was not illegally dismissed from employment as it was impracticable for him to report for work inasmuch as the property, which he is tasked to guard, is not in the possession of respondents. As such, petitioner is not entitled to backwages and separation pay. The NLRC also did not give credence to petitioner's allegation that LGTM failed to pay his wages since 2012 as it was highly unlikely that he could have survived for more than three years without receiving his salaries.[27] The NLRC, however, held that petitioner is entitled to service incentive leave pay for his eight years of service with LGTM.[28]

Petitioner filed a Motion for Reconsideration,[29] which was, however, denied by the NLRC in a Resolution[30] dated June 21, 2017.

Aggrieved, petitioner filed a Petition[31] for *Certiorari* before the CA.

Ruling of the Court of Appeals

On August 16, 2018, the CA promulgated a Decision, the dispositive portion of which, states:

> **WHEREFORE**, the instant petition is **DISMISSED**. The Resolutions dated December 15, 2016 and June 21, 2017, respectively, of the National Labor Relations Commission in NLRC LAC No. 08-002274-16 are **AFFIRMED**.
>
> **SO ORDERED**.[32]

Anent the procedural issue raised by petitioner, the CA held that while the 2011 NLRC Rules of Procedure (NLRC Rules) require the posting of a cash or surety bond in perfecting an appeal, it was not precluded from requiring respondents to post the differential amount between the judgment award and the sum of money previously tendered by them to complete the supersedeas bond.[33]

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[26] Id. at 62.
[27] Id. at 73-74.
[28] Id. at 60-62.
[29] See *rollo*, p. 78.
[30] Id. at 78-91.
[31] CA *rollo*, pp. 3-20.
[32] *Rollo*, p. 103.
[33] Id. at 99-101.

In dismissing petitioner's Petition for *Certiorari*, the CA ratiocinated that petitioner failed to prove by substantial evidence that LGTM terminated his employment, or that he was prevented from returning to work after LGTM was dispossessed of its property. The CA, however, did not subscribe to respondents' position that petitioner abandoned his post for lack of proof that he deliberately refused to resume his employment with LGTM.[34]

Considering the lack of evidence of dismissal and the lack of intent on the part of petitioner to abandon his work, the CA held that the parties must bear their own losses, thus placing petitioner and respondents on equal footing.[35]

Petitioner filed a Motion for Reconsideration[36] of the August 16, 2018 Decision but the same was denied by the CA in its February 7, 2019 Resolution.[37]

Hence, this Petition.

Issues

Petitioner raised the following issues:

> 1. The [CA] grievously erred when, in contravention of the law and pertinent jurisprudence, it did not dismiss respondents' appeal to the [NLRC] for their failure to post the required supersedeas bond upon filing of the appeal.
> 2. The [CA] grievously erred when, in contravention of the law and pertinent jurisprudence, it ruled that [petitioner's] claim of illegal dismissal was an unsubstantiated conclusion.
> 3. The [CA] grievously erred when, in contravention of the law and pertinent jurisprudence, it ruled that [petitioner] had the burden of proving that he was illegally dismissed from employment.
> 4. The [CA] grievously erred when, in contravention of the law and pertinent jurisprudence, it refused to grant [petitioner's money claims despite the failure of the respondents to show proof that they had discharged their obligations.[38]

The fundamental issue that the Court must resolve is whether the CA erred in finding that there was neither illegal dismissal nor abandonment.

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[34] Id. at 101-103.
[35] Id. at 103.
[36] Id. at 105-113.
[37] Id. at 116-117.
[38] Id. at 9.

Our Ruling

Procedural Matters

Petitioner reiterates in his petition that respondents' failure to post a supersedeas bond did not toll the period of appeal before the NLRC. Thus, their appeal should have been denied by the NLRC as the decision of the LA already attained finality.

Article 229 [formerly Article 223] of the Labor Code governs the appeal in labor cases:

> ART. 229. [223] *Appeal.* - Decisions, awards, or orders of the Labor Arbiter are final and executory unless appealed to the Commission by any or both parties within ten (10) calendar days from receipt of such decisions, awards, or orders. x x x:
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> x x x x
>
> In case of a judgment involving a monetary award, an appeal by the employer may be perfected only upon the posting of a cash or surety bond issued by a reputable bonding company duly accredited by the Commission in the amount equivalent to the monetary award in the judgment appealed from.

The mandatory nature of posting a bond in appeals from the arbiter to the NLRC is also highlighted in Section 4(b), Rule VI of the NLRC Rules, which states that "[a] mere notice of appeal without complying with the other requisites aforestated shall not stop the running of the period for perfecting an appeal." This requirement for the perfection of an appeal is meant to assure workers that if they prevail in the case, the monetary award will be given to them upon the dismissal of the employer's appeal. Meanwhile, this requirement discourages employers from using an appeal to delay, or even evade, their obligation to satisfy their employees' just and lawful claims.[39]

This notwithstanding, this Court, in several cases, has relaxed the stringent requirement whenever justified.[40] "These cases include instances in which (1) there was substantial compliance with the [NLRC] Rules, (2) surrounding facts and circumstances constitute meritorious grounds to reduce the bond, (3) a liberal interpretation of the requirement of an appeal bond would serve the desired objective of resolving controversies on the merits, or

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[39] *Turks Shawarma Co. v. Pajaron*, 803 Phil. 315, 325 (2017).

[40] See *Quantum Foods, Inc. v. Esloyo*, 775 Phil. 484, 497 (2015), citing *Beduya v. Ace Promotion and Marketing Corporation*, 761 Phil. 317, 329 (2015), which cited *Grand Asian Shipping Lines, Inc. v. Galvez*, 725 Phil. 452, 475 (2014); *Mendoza v. HMS Credit Corporation*, 709 Phil. 756, 767 (2013); *Pasig Cylinder Manufacturing, Corporation v. Rollo*, 644 Phil. 588, 597 (2010); *Nicol v. Footjoy Industrial Corporation*, 555 Phil. 275, 289 (2007); *Nueva Ecija I Electric Cooperative, Inc. v. National Labor Relations Commission*, 380 Phil. 44, 54 (2000); *Rosewood Processing, Inc. v. National Labor Relations Commission*, 352 Phil. 1013, 1029 (1998); *Fernandez v. National Labor Relations Commission*, 349 Phil. 65, 85 (1998); and *Manila Mandarin Employees Union v. National Labor Relations Commission*, 332 Phil. 354, 364 (1996).

(4) the appellants, at the very least, exhibited their willingness and/or good faith by posting a partial bond during the reglementary period."[41]

There is no dispute that respondents filed an appeal before the NLRC and complied with the other requirements for perfecting an appeal, save for the posting of the full amount of the bond. We note that the NLRC, upon filing of respondents' appeal, required them to post the differential amount between the judgment award and the sum of money previously tendered by them to complete the correct amount of the supersedeas bond. Respondents complied with the said order of the NLRC and paid the differential amount of ₱322,317.30.

Accordingly, We find that the liberal application of the requirement on the timely filing of the full amount of the appeal or supersedeas bond is justified under the circumstances – (1) the posting of a ₱71,831.73 bond upon filing respondents' appeal; (2) full payment of the supersedeas bond in compliance of the August 31, 2016 Order of the NLRC; and (3) merit in their appeal.

Having settled the foregoing procedural matter, the Court will now resolve the merits of the substantive issues raised in this petition.

Petitioner was not dismissed from employment

Petitioner insists that the CA committed error when it affirmed the findings of the NLRC that petitioner was not illegally dismissed from employment.

Before there can be a finding of illegal dismissal, the fact of dismissal must first be proved by petitioner. Indeed, in illegal dismissal cases, the burden of proof is on the employer in proving that the employee was validly dismissed from employment. However, the employee must first establish by substantial evidence the fact of his or her dismissal from service.[42] If there is no dismissal, then there can be no question as to the legality or illegality thereof.[43] Applying the foregoing principles, petitioner must first prove in the instant case that he was actually dismissed by LGTM before the legality of his dismissal can be raised as an issue.

Here, petitioner claims that his severance from employment with LGTM was effected verbally though the company's branch head. Meanwhile, respondents maintain that petitioner left and never reported for work after

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[41] *Nicol v. Footjoy Industrial Corp.*, supra at 292.
[42] *Italkarat 18, Inc. v. Gerasmio*, G.R. No. 221411, September 28, 2020.
[43] *Atienza v. Saluta*, G.R. No. 233413, June 17, 2019.

Cruz gained possession of St. Bernice Homes, and following Camacho's release from detention.

Petitioner's bare allegation is insufficient to establish such fact of dismissal. Bare and unsubstantiated allegations do not constitute substantial evidence and have no probative value.[44] Aside from the allegation that he was verbally dismissed from his work, petitioner failed to present any impartial and independent evidence showing that LGTM effectively terminated respondent's employment. His uncorroborated and self-serving allegations fall short of the evidence required under the law to discharge his burden to prove that he was dismissed by LGTM.

The fact that petitioner was unable to return to work does not prove the fact of dismissal. Such was not caused nor initiated by respondents, but by the fact that the very property, which petitioner is tasked to guard, is no longer in the possession of LGTM. Petitioner even admitted in his pleadings that he was forced to leave St. Bernice Homes on October 28, 2015 since a group of individuals took control of the property. He also failed to refute the findings of the NLRC and CA that Cruz is currently still in possession of St. Bernice Homes.[45] Accordingly, absent any showing of an overt or positive act of LGTM proving that it terminated petitioner's employment, the latter's claim of illegal dismissal cannot be sustained as the same would be self-serving, conjectural, and of no probative value.[46]

Abandonment was not proven

It is well settled that abandonment of work cannot be simply presumed from the occurrence of certain equivocal acts.[47] In proving abandonment, this Court held in *Hubilla v. HSY Marketing Ltd., Co.*[48] that:

> There must be a positive and overt act signifying an employee's deliberate intent to sever his or her employment. Thus, mere absence from work, even after a notice to return, is insufficient to prove abandonment. The employer must show that the employee unjustifiably refused to report for work and that the employee deliberately intended to sever the employer-employee relation. Furthermore, there must be a concurrence of these [two] elements. Absent this concurrence, there can be no abandonment.[49]

Respondents claim that petitioner left and never reported for work after the incident on October 28, 2015. In support of their contention, respondents would make it appear that petitioner left his work out of guilt since he connived with Cruz in dispossessing LGTM of St. Bernice Homes.

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[44] Id.
[45] *Rollo*, p. 73.
[46] Id.
[47] *Hubilla v. HSY Marketing Ltd., Co.*, 823 Phil. 358, 385 (2018).
[48] Id.
[49] Id. at 385-386.

Respondents' claims, however, are speculative and unsupported by the evidence on record. Other than their bare allegations, they did not proffer substantial evidence to prove petitioner's involvement or participation directly or indirectly in the acts committed by Cruz.

With this in mind, respondents are left without evidence proving that petitioner abandoned his work. Aside from his absence from work, respondents failed to present any proof of petitioner's overt conduct, which clearly manifested his desire to end his employment.

Moreover, petitioner's act of filing an illegal dismissal complaint is inconsistent with abandonment of employment. An employee who takes steps to protest his or her dismissal cannot logically be said to have abandoned his or her work. As such, the filing of such complaint is proof enough of petitioner's desire to return to work, thus, negating any suggestion of abandonment.[50]

In conclusion, the Court affirms the findings of the NLRC and the CA that petitioner was neither dismissed nor had abandoned his work from LGTM.

Petitioner must be reinstated to his former position without payment of backwages and separation pay

In this Court's recent pronouncement in *Samillano v. Valdez Security and Investigation Agency, Inc.*,[51] We held that "where the parties failed to prove the presence of either the dismissal of the employee or the abandonment of his work, the remedy is to reinstate such employee without payment of backwages." In *Rodriguez v. Sintron Systems, Inc.*,[52] the Court clarified that the term "reinstate" or "reinstatement," in the context of cases where neither dismissal nor abandonment exists, is merely an affirmation that the employee may return to work as he was not dismissed in the first place. The Court emphasized that it should not be confused with reinstatement as a relief proceeding from illegal dismissal as provided under Art. 279 of the Labor Code.[53] In this case, since there has been no dismissal from employment, there can be no reinstatement in the technical sense as defined by law since petitioner cannot be reinstated to a position he is still holding.

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[50] *Atienza v. Saluta*, supra note 40.
[51] G.R. No. 239396, June 23, 2020.
[52] G.R. No. 240254, July 24, 2019.
[53] Art. 294 [279]. Security of tenure. In cases of regular employment, the employer shall not terminate the services of an employee except for a just cause or when authorized by this Title. An employee who is unjustly dismissed from work shall be entitled to reinstatement without loss of seniority rights and other privileges and to his full backwages, inclusive of allowances, and to his other benefits or their monetary equivalent computed from the time his compensation was withheld from him up to the time of his actual reinstatement.

Thus, in such cases, jurisprudence provides the following equitable remedies for the parties: *first*, since the burden of economic loss is not rightfully shifted to the employer, both the employer and employee must bear his or her own loss;[54] or, *second*, the employee may go back to his or her work and the employer must then accept him or her because the employment relationship between them was never actually severed. Accordingly, if the employee chooses not to return to work, he or she must then be considered as having resigned from employment.[55]

We find the second remedy to be the more prudent and logical course of action in this case. Notably, respondents have not presented compelling evidence to this Court to show or prove the unavailability of other employment positions in LGTM for petitioner. As such, LGTM is not excused from resuming its employer-employee relationship with petitioner. This being the case, LGTM must be ordered to reinstate petitioner without payment of backwages. If petitioner voluntarily chooses not to return to work, he must then be considered as having resigned from employment. This is without prejudice to the parties entering into a new or modified employment contract in accordance with law.

Anent petitioner's prayer for payment of backwages and separation pay, the same must be denied because there was no fact of dismissal. This is because backwages and separation pay are generally not awarded to an employee whose employment was not terminated. [56]

Petitioner is entitled to payment of his unpaid salaries and service incentive leave pay

It is a settled labor doctrine that in cases involving non-payment of monetary claims of employees, the employer has the burden of proving that the employees did receive their wages and benefits and that the same were paid in accordance with law. Thus, the employer who pleads payment has the burden of proving it, and even where the employees must allege non-payment, the burden rests on the employer to prove payment, rather than on the employee to prove non-payment.[57]

Petitioner claims that he was not paid his salaries, 13th month pay, and service incentive leave pay since 2012. Notably, the records of the case do not

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[54] *Exodus International Construction Corporation v. Biscocho*, 659 Phil. 142, 159 (2011); *Leonardo v. National Labor Relations Commission*, 389 Phil. 118, 128 (2000); and *Samillano v. Valdez Security and Investigation Agency, Inc.*, supra.

[55] *Samillano v. Valdez Security and Investigation Agency, Inc.*, supra.

[56] See *Rodriguez v. Sintron Systems, Inc.*, supra.

[57] *Asentista v. JUPP & Co., Inc.*, 824 Phil. 639, 647 (2018), citing *De Guzman v. National Labor Relations Commission*, 564 Phil. 600, 614-615 (2007).

show that respondents have presented evidentiary proof based on employment records that petitioner was paid his monetary claims.

However, anent petitioner's allegation of non-payment of his salaries, this Court cannot disregard the pronouncements of the NLRC in its December 15, 2016 Resolution, where it held that:

> [I]t was very unlikely and contrary to human experience that [petitioner] was not paid his wages from 24 November 2012 to August 2015. x x x His alleged unpaid salaries was for a period of three and a half (3 ½) years. [Petitioner] and his family could not have lived and survived for three and a half (3 ½) years if he was not paid any salary from November 2012 to September 2015. It must be pointed out that [petitioner's] job as caretaker was his only means of livelihood. If indeed [he] was not paid his salaries over the said number of years, the most logical and natural thing that he should have done was to complain and demand his salaries. [Petitioner] failed to do so. His 13th month pay and unpaid wages, mistakenly referred to as backwages, should be deleted.[58]

It also appears from the records of the case that petitioner did not provide facts detailing the particular dates or period when LGTM failed to pay his salaries, or when demand was made by petitioner, if any, for his unpaid wages. We also take into consideration the observations of the NLRC that it is contrary to human experience for petitioner to render unpaid work for more than three years of employment with LGTM, despite the same being his only means of livelihood, and without showing that he made any sort of demand from LGTM for the payment of salaries due him. Given these observations, this Court cannot accept hook, line, and sinker petitioner's assertions that defies logic and common sense. Notably, his claims, to be believed, must also conform with the standards of knowledge, observation, and ordinary human experience, which is clearly wanting in this case.[59]

Thus, while respondents did not present evidence showing that LGTM paid petitioner's salaries, there is also no substantial proof that they were remiss in their obligation to pay petitioner his unpaid wages as required by law. Where both parties in a labor case have not presented substantial evidence to prove their allegations, the evidence is considered to be in equipoise. In such a case, the scales of justice are tilted in favor of labor. This is in line with the policy of the State to afford greater protection to labor.[60]

In light of this principle, and considering the circumstances of this case, the Court finds it prudent to award petitioner his unpaid salaries computed from November 24, 2012[61] until October 28, 2015.

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[58] *Rollo*, p. 74.
[59] See *People v. Maghuyop*, G.R. No. 242942, October 5, 2020.
[60] *Hubilla v. HSY Marketing Ltd., Co.*, supra note 44.
[61] *Rollo*, p. 31.

Anent the allegation of non-payment of petitioner's 13th month pay, this Court is aware that the arbiter, in the June 28, 2016 Decision, did not order respondents to pay petitioner his claim of 13th month pay.[62] Notwithstanding the above findings, the records would bear that petitioner did not appeal from the June 28, 2016 Decision of the arbiter. It was only before this Court that he resurrected his allegations of respondents' failure to pay him his 13th month pay since 2012.[63]

In the same vein, respondents did not appeal the December 15, 2016 Resolution of the NLRC, where it held that petitioner is entitled to payment of his service incentive leave pay in the amount of PHP 9,230.77 for his eight years of service with LGTM, plus ten percent (10%) thereof as attorney's fees.[64]

In *Industrial Management International Development Corporation (INIMACO) v. National Labor Relations Commission*,[65] this Court held that:

> It is an elementary principle of procedure that the resolution of the court in a given issue as embodied in the dispositive part of a decision or order is the controlling factor as to settlement of rights of the parties. Once a decision or order becomes final and executory, it is removed from the power or jurisdiction of the court which rendered it to further alter or amend it. x x x[66] (Citations omitted)

Thus, parties who do not appeal from a judgment can no longer seek modification or reversal of the same. Since petitioner failed to question the findings of the arbiter, he is no longer entitled to payment of his 13th month pay. Moreover, the June 28, 2016 Decision, insofar as the *unappealed* portion of the said Decision is concerned, is already final and executory against petitioner. Thus, respondents have already acquired vested rights by virtue of said judgment.[67]

Along the same lines, the Court will no longer disturb the findings of the NLRC and the CA on petitioner's entitlement to service incentive leave pay and attorney's fees as respondents do not refute the same.

Finally, following the legal precept laid down in *Nacar v. Gallery Frames*,[68] the total amount adjudged in this Resolution in favor of petitioner shall further earn legal interest at the rate of six percent (6%) per *annum* computed from its finality until full payment thereof.

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[62] CA *rollo*, pp. 31.
[63] *Rollo*, p. 15.
[64] Id. at 75.
[65] 387 Phil. 659, 667 (2000).
[66] Id.
[67] *Parayday v. Shogun Shipping Co., Inc.*, G.R. No. 204555, July 6, 2020.
[68] 716 Phil. 267, 282-283 (2013).

WHEREFORE, the Petition is **DENIED**. The August 16, 2018 Decision and the February 7, 2019 Resolution of the Court of Appeals in CA-G.R. SP No. 152077 are **AFFIRMED with MODIFICATIONS.** Respondents LGTM Corporation, Inc. and Teodoro Camacho are **ORDERED** to pay petitioner Santiago S. Nuda the following: (a) unpaid salaries computed from November 24, 2012 until October 28, 2015; (b) service incentive leave pay in the amount of PHP 9,230.77; and (c) attorney's fees equivalent to 10% of the total monetary award.

All monetary awards shall earn legal interest of 6% per *annum* from the date of finality of this Resolution until full satisfaction thereof.

Let the records of the case be transmitted to the Labor Arbiter for proper computation of the award in accordance with this Resolution.

The parties' compliance with the November 29, 2022 Resolution requiring them to file their respective Memorandum is **DISPENSED WITH**.

SO ORDERED." ***Leonen, J.,*** *on official leave, designated additional Member per March 2, 2023 Raffle, vice* ***Zalameda, J.,*** *who recused due to prior action in the Court of Appeals;* ***Marquez, J.,*** *on official business.*

By authority of the Court:

LIBRADA C. BUENA
Division Clerk of Court

by:

MARIA TERESA B. SIBULO
Deputy Division Clerk of Court

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AGRANZAMENDEZ LICERALDE GALLARDO & ASSOCIATES
Counsel for Petitioner
3rd Puso ng Baguio Building
Session Road, 2600 Baguio City

Court of Appeals (x)
Manila
(CA-G.R. SP No. 152077)

Atty. Enrique A. Palsiw, Jr.
Counsel for Respondents
Room 4, 2nd Floor, Baguio Masonic Temple
180 Yandoc Street, 2600 Baguio City

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NATIONAL LABOR RELATIONS COMMISSION
Ben-Lor Building, 1184 Quezon Avenue
Brgy. Paligsahan, 1103 Quezon City
(NLRC LAC No. 08-002274-16)
(NLRC-RAB CAR Case No. 11-0588-15)

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