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. 255709 (*Mercy Bergantin Bermido, Analiza Cabes Gadiano, Michael Abinal Bermido, Menerva Laceda Villamor, Annie Cris Cabusog Acosta, Mary Jane Legaspi Sables, Madeline Torres Acosta, Donimar Arapoc Torres, Jessil Blauro Galamiton, Mary Ann Abendaño Yape, Marycar Deita Dayal, Marivic Coper Sarion, Manilyd Abinal Bermido, Mary Ann Benignos Somodio, Daisy Galomalim Cadongog, and Miche Durango Cabusog v. So-en Garments Manufacturing Corp., Josefina Manufacturing, Inc., Intimoda Manufacturing, Inc., Bethel Multi-Purpose Cooperative/Gilbert Li Chua; Jhoanne Marie B. Lloren)*.**—This Petition for Review on *Certiorari*[1] under Rule 45 seeks the reversal of the September 30, 2020 Decision[2] and the February 5, 2021 Resolution[3] of the Court of Appeals (CA) in CA-G.R. SP No. 152522. The CA denied petitioners' Petition for *Certiorari*[4] under Rule 65 assailing the April 27, 2017 Decision[5] and the June 27, 2017 Resolution[6] of the National Labor Relations Commission (NLRC) in NLRC LAC No. 02-000478-17. In turn, the NLRC Decision and Resolution set aside the Labor Arbiter's (LA) October 26, 2016 Decision[7] and declared that an employee-employer relationship exists between respondents and petitioners. However, petitioners failed to substantiate their claim of illegal dismissal.

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1 *Rollo*, pp. 11-33.
2 Id. at 1327-1341. Penned by Associate Justice Perpetua Susana T. Atal-Paño and concurred in by Associate Justices Ramon A. Cruz and Walter S. Ong.
3 Id. at 1380-1383.
4 CA *rollo*, pp. 3-22.
5 *Rollo*, pp. 990-1008.
6 Id. at 1057-1065.
7 CA *rollo*, pp. 768-779. Penned by Labor Arbiter Raul M. Luna.

Version of Petitioners

Petitioners Mercy B. Bermido (Mercy Bermido), Analiza C. Gadiano (Gadiano), Michael A. Bermido (Michael Bermido), Menerva L. Villamor (Villamor), Annie Cris C. Acosta (Annie Cris Acosta), Mary Jane L. Sables (Sables), Madeline T. Acosta (Madeline Acosta), Donimar A. Torres (Torres), Jessil B. Galamiton (Galamiton), Mary Anne A. Yape (Yape), Marycar D. Dayal (Dayal), Marivic C. Sarion (Sarion), Manilyd A. Bermido (Manilyd Bermido), Mary Ann B. Somodio (Somodio), Daisy G. Cadongog (Cadongog), and Miche D. Cabusog (Cabusog) alleged that they were hired as workers of So-en Garments Manufacturing Corp. (So-en), a company engaged in the manufacture and distribution of female lingerie. Individual respondent Gilbert Li Chua (Chua) was So-en's President and General Manager. The employment particulars of petitioners are as follows:

Name	Position	Date Employed	Date Dismissed
Mercy B. Bermido	Quality Controller	May 29, 2000	December 14, 2015
Analiza C. Gadiano	Quality Controller	March 6, 2000	December 14, 2015
Michael A. Bermido	Admin Staff	August 11, 1999	December 14, 2015
Menerva L. Villamor	Sewer	January 16, 2013	December 14, 2015
Annie Cris C. Acosta	Sewer	October 20, 2005	December 14, 2015
Mary Jane L. Sables	Sewer	September 11, 2009	December 14, 2015
Madeline T. Acosta	Sewer	October 20, 2005	December 14, 2015
Donimar A. Torres	Scrap Collector	April 23, 2015	December 14, 2015
Jessil Blauro Galamiton	Sewer	September 8, 2008	PRESENT
Mary Ann A. Yape	Sewer	October 4, 2012	PRESENT
Marycar D. Dayal	Sewer	June 8, 2010	PRESENT
Marivic C. Sarion	Sewer	November 15, 2012	PRESENT
Manilyd A. Bermido	Trimmer	June 3, 2008	PRESENT
Mary Ann B. Somodio	Sewer	November 8, 2003	PRESENT
Daisy G. Cadungog	Sewer	February 7, 2006	PRESENT
Michie D. Cabusog	Sewer	February 9, 2004	PRESENT[8]

On January 27, 2016, petitioners filed a Complaint[9] for illegal dismissal, regularization, non-payment of salary, overtime pay, holiday pay, service incentive leave pay, 13th month pay, illegal deduction, and for moral and exemplary damages and attorney's fees against respondents So-en, Josefina Manufacturing, Inc. (Josefina), Intimoda Manufacturing, Inc. (Intimoda), Bethel Multi-Purpose Cooperative (Bethel) and individual respondents Chua and Jhoanne Marie B. Lloren (Lloren), Chaiperson of Bethel.

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8 *Rollo*, pp. 992-993.
9 CA *rollo*, pp. 70-73.

On March 1, 2016, petitioners filed an Amended Complaint[10] deleting illegal deduction as a cause of action, adding non-payment of Emergency Cost of Living Allowance (ECOLA) as an additional cause of action, and correcting the name of one of the respondents from So-en Garments to So-en Garments Manufacturing Corporation.

A Second Amended Complaint[11] was filed on March 16, 2017 for the following causes of action: illegal dismissal, regularization, underpayment of salary and holiday premium pay, non-payment of overtime pay, service incentive leave pay, 13th month pay and ECOLA and for moral and exemplary damages and attorney's fees.

Petitioners collectively alleged that So-en used the services of labor-only contractors/in-house agencies such Intimoda, Josefina and Bethel. In the case of Mercy Bermido, Gadiano, Michael Bermido, Galamiton, Dayal, Manilyd Bermido, Somodio, Cadongog and Cabusog, they were transferred from Intimoda to Bethel which are labor-only contractors, while Villamor, Annie Cris Acosta, Sables, Madeline Acosta, and Torres were transferred to Josefina and Bethel, and Yape and Sarion were under Bethel.[12]

Mercy Bermido, Gadiano, Torres and Michael Bermido alleged that they received minimum wages and ECOLA while the rest of petitioners were compensated on piece-rate basis sans overtime pay, service incentive leave pay, 13th month pay and ECOLA. Due to their length of service with So-en, petitioners maintained that they have attained regular status.[13]

On November 13, 2015, the workers of So-en who were assigned in Pasig were called to a meeting by Lloren who made discriminatory and threatening utterances against the workers, including Mercy Bermido, Gadiano, Michael Bermido, Villamor, Annie Cris Acosta, Sables, Madeline Acosta, and Torres. Consequently, these petitioners reported the incident to the local barangay and to the NLRC, where they alleged that the "End of Contract" scheme is not one of the grounds for a valid dismissal, and cannot be used as a shield to deny petitioners their rightful claims. Thus, petitioners filed the Complaint, averring that they are entitled to holiday pay differentials, overtime pay, pro-rata 13th month pay and service incentive leave pay, as well as moral and exemplary damages and attorney's fees.[14]

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[10] Id. at 78-81.
[11] Id. at 83-86.
[12] *Rollo*, p. 15 and 993.
[13] Id. at 993-994.
[14] Id. at 994.

Version of Respondents

So-en denied the existence of an employer-employee relationship with the petitioners through the submission of affidavits of its Human Resources Supervisor Rhea E. Vasco, and Human Resources Officer Mary Kenneth S. Aribuabo, and its employees, Fidelina M. Destajo (Destajo), and Yvonney N. Cubar (Cubar) who have been with So-en for more than 20 years.[15]

Josefina likewise denied the existence of an employer-employee relationship with the petitioners, alleging that it entered into a Service Agreement with Bethel, a Department of Labor and Employment (DOLE)-registered independent contractor that would provide Josefina with "Garments Cut and Sew" and would be compensated based on Sales Production Order (SPO). To carry out its project, Bethel assigned its member-owners and supervisors to supervise its workers from the start of the process of sewing until the production of finished products. Petitioners were assigned as working members by Bethel to Josefina's Pasig Plant Area.[16]

Josefina further averred that not being petitioners' employer, it never dismissed or terminated the petitioners, and while Josefina, as principal, can be held liable for money claims under Article 106 of the Labor Code, Josefina had complied with its monetary obligations under the Service Agreement.[17]

Bethel and Lloren alleged that Bethel is a duly organized multi-purpose cooperative engaged in the business of garment-sewing, inter-lending among members, selling of goods and subcontracting of services, and is a licensed subcontractor. They alleged that petitioners applied and voluntarily joined as associate members of Bethel, and were made known of the fact that no employer-employee relationship existed between the petitioners, Bethel and the client principal where they will be deployed.[18]

Bethel, through Lloren, alleged that the following petitioners committed the following:

(1) Mercy Bermido applied for membership and after attending the pre-membership orientation seminar, was deployed to Josefina with whom Bethel had a Memorandum of Agreement and Contract of Services for certain occupational services. A few months after she was accepted as an associate member, she wasted no time in fomenting disorder in the workplace by roaming around and talking to cooperative members during working hours and inducing them to fight against Josefina;[19]

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[15] Id. at 994-995.
[16] Id. at 995.
[17] Id.
[18] Id.
[19] Id. at 1331.

(2) Torres and Madeline Acosta failed to report to work on November 16, 2015 and November 17, 2015, respectively, leading Josefina to report the matter to Bethel, which, in turn, directed Torres and Madeline Acosta to report to Bethel. They failed to report and submit their explanation letters;[20]

(3) Michael Bermido was caught distributing printed reading materials, causing disturbance at the workplace;[21]

(4) Annie Cris Acosta, Villamor, Sables and Gadiano were caught disseminating malicious information against Josefina's manager and Bethel's officers regarding earning percentages and taking advantage of cooperative funds.[22]

Thus, Bethel alleged that Josefina requested the pull-out of the eight workers who were formally notified by Bethel regarding their acts, and their deployment to other clients where their qualifications fit. With regard to their money claims, Bethel argued that it is compliant with minimum wage orders and labor standard benefits, including 13th month pay.[23]

Chua averred that he is the President of So-en, and was not privy to the contract of services between Josefina and Bethel. So-en has a distinct and separate personality from Josefina, thus, So-en cannot be held liable for claims against Josefina.[24]

In their Reply,[25] petitioners asserted that So-en, Intimoda, and Josefina are one and the same entity, with Intimoda and Josefina as in-house agencies or labor-only contractors of So-en. Furthermore, petitioner Somodio submitted a certification that she was employed by So-en in September 2002. Finally, petitioners branded Destajo and Cubar's affidavits as products of perjury to gain the good graces of So-en, Josefina, and Intimoda.

Ruling of the Labor Arbiter

In a Decision[26] dated October 26, 2016, the LA ruled that Bethel is a legitimate independent contractor and cooperative, not a labor-only contractor. The LA gave credence to Bethel's Certificate of Recognition with the DOLE. Similarly, the LA found that petitioners were not employees of Bethel but member-owners of the same cooperative, engaged in partly running its business. Thus, being member-owners of Bethel, they cannot

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[20] Id. at 1331-1332.
[21] Id.
[22] Id. at 1332.
[23] Id.
[24] Id.
[25] CA *rollo*, pp. 430-441.
[26] Id. at 768-779.

become employees of either So-en or Josefina either, and cannot be terminated nor awarded reinstatement and backwages by Bethel. Thus, the LA held as follows:

> WHEREFORE, foregoing premises considered, judgment is hereby rendered dismissing the Complaint for lack of jurisdiction, since the pending matter involves an intra-corporate dispute between owners/members and their duly registered and licensed cooperative.
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> SO ORDERED.[27]

Aggrieved, petitioners Mercy Bermido, Gadiano, Michael Bermido, Villamor, Annie Cris Acosta, Sables, Madeline Acosta and Torres appealed to the NLRC.[28]

Ruling of the National Labor Relations Commission

In its Decision,[29] the NLRC held that Mercy Bermido, Gadiano, Michael Bermido, Villamor, Annie Cris Acosta, Sables, Madeline Acosta and Torres failed to prove the existence of an employer-employee relationship between them and So-en as they failed to adduce evidence of their engagement, rendition of services, acceptance of compensation, and submission to the discipline and control of So-en. They similarly failed to establish that Josefina, Intimoda, and Bethel had a contracting relationship with So-en. However, the NLRC set aside the ruling of the LA and found that Bethel is a labor-only contractor as regards their principal, Josefina. As to petitioners' claim for illegal dismissal, the NLRC ruled that petitioners failed to establish the same, thus, were not entitled to their monetary claims too.

The dispositive portion of the NLRC Decision reads thus:

> **WHEREFORE**, premises considered, [petitioners'] Appeal is hereby **DENIED**. However, the Decision of Labor Arbiter Raul M. Luna dated October 26, 2016 with respect to the dismissal of the complaint for lack of jurisdiction is hereby **SET ASIDE**. A new judgment is rendered finding that an employer-employee relationship exists between respondents Josefina Manufacturing, Inc. and Bethel Multi-Purpose Cooperative, and [petitioners]. However, the amended complaint is **DISMISSED** for lack of merit.
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> **SO ORDERED**.[30] (Emphasis in the original)

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[27] Id. at 779.
[28] Id. at 779-814.
[29] Id. at 940-958.
[30] Id. at 957.

Thus, petitioners filed a Motion for Reconsideration[31] while Josefina filed a Partial Motion for Reconsideration.[32] Both were denied by the NLRC in a Resolution[33] dated June 27, 2017. Subsequently, petitioners Mercy Bermido, Gadiano, Michael Bermido, Villamor, Annie Cris Acosta, Sables, Madeline Acosta, and Torres filed a Petition for *Certiorari*[34] under Rule 65 before the CA, alleging, among others, that Josefina, Bethel, and Intimoda are labor-only contractors that have no substantial capitalization, thus, So-en exercises control over them.

Ruling of the Court of Appeals

The CA dismissed the Petition for *Certiorari* for lack of merit, holding that petitioners failed to rebut the NLRC's findings; they failed to prove that So-en was the principal of Josefina, Bethel, and Intimoda.[35] However, the CA agreed with the NLRC that Josefina is not a labor-only contractor because it is a corporation with its own juridical personality separate from that of So-en.[36] Furthermore, the Service Agreement and Contracts of Services between Josefina and Bethel proved that the former is the principal of the latter. Thus, as members of Bethel, petitioners were assigned to Josefina and were considered employees of the same.[37]

Finally, the CA held that the NLRC did not commit grave abuse of discretion as its ruling was supported by substantial evidence, the applicable law and jurisprudence.[38]

Issues

Petitioners subsequently brought this present Petition for Review on *Certiorari* under Rule 45 before this Court, contending that the CA erred in not declaring them employees of So-en

Our Ruling

The Petition is devoid of merit.

The Court is not a trier of facts. Our jurisdiction in a petition for review on *certiorari* under Rule 45 of the Rules of Court is limited to reviewing only errors of law, not of fact, unless the factual findings complained of are devoid of support from the evidence on record, or the assailed judgment is based on

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31 Id. at 959-969.
32 Id. at 970-975.
33 *Rollo*, pp. 1380-1383.
34 CA *rollo*, pp. 3-22.
35 *Rollo*, pp. 1336-1337.
36 Id. at 1338-1340.
37 Id.
38 Id. at 1339-1340.

a gross misapprehension of facts.[39] Thus, in labor cases, petitions for review on *certiorari* under Rule 45 are limited to determining whether the CA was correct in finding the presence or absence of grave abuse of discretion and jurisdictional errors on the part of the lower tribunal.[40]

In the instant case, the existence of labor-only contracting is a question of fact because it entails an assessment of the probative value of the evidence presented in the lower courts. However, because the findings of the CA are contrary to those of the Labor Arbiter in this case, the Court may need to do its own review of the evidence and circumstances to determine which of them should be preferred as more conformable to evidentiary facts.[41]

The LA found Bethel a legitimate independent contractor and cooperative by giving credence to its Certificate of Recognition with the DOLE. This was reversed by the NLRC and the CA which both found that Bethel is a labor-only contractor as regards the principal, Josefina. More importantly, both the NLRC and the CA agreed, contrary to the LA's findings, that petitioners failed to prove the existence of an employer-employee relationship between them and So-en, and did not even establish that Josefina, Intimoda, and Bethel had a contracting relationship with So-en.

After a perusal of the records on hand, the Court sustains the CA.

Legitimate job contracting and labor-only contracting are defined in Art. 106 of the Labor Code, to wit:

> ARTICLE 106. *Contractor or subcontractor*. – Whenever an employer enters into a contract with another person for the performance of the former's work, the employees of the contractor and of the latter's subcontractor, if any, shall be paid in accordance with the provisions of this Code.
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> In the event that the contractor or subcontractor fails to pay the wages of his [or her] employees in accordance with this Code, the employer shall be jointly and severally liable with his [or her] contractor or subcontractor to such employees to the extent of the work performed under the contract, in the same manner and extent that he [or she] is liable to employees directly employed by him [or her].
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> There is "labor-only" contracting where the person supplying workers to an employer does not have substantial capital or investment in the form of tools, equipment, machineries, work premises, among others, and the workers recruited and placed by such person are performing activities which are directly related to the principal business of such employer. In such cases, the

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[39] *Meralco Industrial Engineering Services Corporation v. National Labor Relations Commission*, 572 Phil. 94, 117 (2008).
[40] *Fuji Television Network, Inc. v. Espiritu*, 749 Phil. 388, 415 (2014).
[41] *Marlow Navigation Philippines v. Heirs of Beato*, G.R. No. 233897, March 9, 2022.

> person or intermediary shall be considered merely as an agent of the employer who shall be responsible to the workers in the same manner and extent as if the latter were directly employed by him [or her].

The provision is further implemented by Department of Labor and Employment Order No. 18, Series of 2002 (DO 18-02) which expressly prohibits labor-only contracting, thus:

> *Section 5. Prohibition again labor-only contracting.* — Labor-only contracting is hereby declared prohibited. For this purpose, labor-only contracting shall refer to an arrangement where the contractor or subcontractor merely recruits, supplies, or places workers to perform a job, work or service for a principal, and any of the following elements [is] present:
>
> i. The contractor or subcontractor does not have substantial capital or investment which relates to the job, work or service to be performed and the employees recruited, supplied or placed by such contractor or subcontractor are performing activities which are directly related to the main business of the principal; or
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> ii. The contractor does not exercise the right to control over the performance of the work of the contractual employee.

In short, when a contractor is found to be a labor-only contractor, the principal shall be deemed the direct employer of the contractor's employee.

In this case, petitioners not only failed to prove that So-en is their principal or direct employer, they also failed to prove that So-en had any contracting arrangement with Josefina, Intimoda, and/or Bethel, the alleged labor-only contractors. The Court agrees with the NLRC that petitioners:

> [F]ailed to adduce evidence of their engagement, rendition of services, acceptance of compensation and submission to the discipline and control of respondent Soen. No employment contract, Identification Card (ID), payslips or voucher of payment, or such other proof of employment with respondent Soen was submitted by [petitioners]. For its part, respondent Soen submitted proof of its employment records and Social Security System (SSS) payment [of] contributions for its employees as well as the affidavits of its officials and employees categorically denying that [petitioners] were ever employed by respondent Soen.[42]

Furthermore, a thorough reading of the records did not show that Josefina or Intimoda are labor-only contractors. Josefina presented its own Articles of Incorporation which showed that it had substantial capital or investment in tools, equipment, and the like to run its business. Moreover, the Service Agreement between Josefina and Bethel proved that the former contracted the services of the latter in recruiting and hiring workers to work for its business, in this case, petitioners. Thus:

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[42] *Rollo*, p. 1001.

> Josefina presented its Articles of Incorporation to establish its registration as a corporate manufacturing entity, with personality separate from x x x Soen. Nowhere in the parties' submission can it be gleaned that x x x Josefina, at any time, had engaged in labor contracting with respect to x x x Soen, as this apparently is not part of its corporate purposes.
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> On the contrary, the evidence on record readily establish that [petitioners] rendered services to x x x Josefina, pursuant to a service agreement between x x x Josefina and x x x Bethel, with x x x Josefina as the principal and x x x Bethel as the contractor. [Petitioners], as members of x x x Bethel, a duly registered cooperative, were assigned/deployed to [Josefina], pursuant to the provisions of the service agreement.[43]

Likewise, no veil of corporate fiction need be pierced because Josefina is not a mere alter ego of So-en. In order for Josefina to be considered a mere alter ego of So-en, the following elements must concur, to wit:

> (1) Control, not mere majority or complete stock control, but complete domination, not only of finances but of policy and business practice in respect to the transaction attacked so that the corporate entity as to this transaction had at the time no separate mind, will or existence of its own;
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> (2) Such control must have been used by the defendant to commit fraud or wrong, to perpetuate the violation of a statutory or other positive legal duty, or dishonest and unjust act in contravention of plaintiff's legal rights; and
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> (3) The aforesaid control and breach of duty must proximately cause the injury or unjust loss complained of.[44]

Here, none of the elements were met. There is no justification to pierce the corporate veil of Josefina, which cannot be considered an alter ego of So-en.

As for Intimoda, the records show that it ceased operations in September 2015 and petitioners had already received their monetary entitlements thereafter.[45] Thus, the above-mentioned legal provisions cannot apply to Intimoda anymore.

As for Bethel, the Court agrees with the findings of the CA that indeed, Josefina was its principal. The CA correctly held that:

> In a contract denominated as Contract of Services dated January 5, 2015 between Josefina and Bethel, Bethel committed to provide "garments cut and sew" services to Josefina from January 1, 2015 to December 30, 2015. In the succeeding year, Josefina and Bethel again entered into another Contract of

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[43] Id. at 1002.

[44] *Veterans Federation of the Philippines v. Montenejo*, 821 Phil. 788, 811 (2017), citing *Concept Builders, Inc. v. National Labor Relations Commission*, 326 Phil. 955, 966 (1996).

[45] *Rollo*, p. 1002.

> Services dated January 4, 2016 for the same service from January 1, 2016 to December 30, 2016. In both contracts, Bethel is tasked to assign its member-owners at the premises of Josefina to perform the latter's services. The records also bear that Bethel has billed Josefina for its cut and sew services.[46]

The NLRC more clearly explained why Josefina, not Bethel, was considered petitioners' employer, to wit:

> Respondent Bethel's registration with the DOLE does not by itself prove the legitimacy of its status as an independent contractor. Notably, the DOLE Certificate of Registration was issued to respondent Bethel on February 23, 2015 while its Service Agreement with respondent Josefina was executed on January 5, 2015 or more than one (1) month prior to its DOLE registration as a job contractor.
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> As respondent Bethel was not even officially registered as a job contractor at the time it entered into a service agreement with respondent Josefina, it stands to reason that respondent Bethel was a labor-only contractor, and as such, respondent Josefina is considered the employer of the [petitioners], regardless of the execution of a service agreement between respondents Josefina and Bethel, the latter considered a mere agent of respondent Josefina in accordance with Article 106 of the Labor Code. This conclusion renders moot and academic any discussion on the nature of the relationship between [petitioners] and respondent Bethel as a registered cooperative because regardless of any arrangement between [petitioners] and respondent Bethel, [petitioners], who were deployed to respondent Josefina prior to respondent Bethel's registration as a job contractor, were considered, by operation of law, the employees of respondent Josefina.[47]

We agree with the CA that the NLRC's finding that Josefina is the principal of Bethel is supported by substantial evident.

Having determined that Josefina is petitioners' principal employer, the issue to be resolved now is whether Josefina is liable to petitioners for their monetary claims.

The Court answers in the negative.

The general principle is that for an employee's dismissal to be justified, there must be just or authorized cause and the employee must have been afforded due process prior to his or her dismissal. The burden of proof to establish these twin requirements is on the employer who must present clear, accurate, consistent and convincing evidence to that effect.[48]

Here, however, the facts and evidence did not establish a *prima facie* case of petitioners' illegal dismissal from employment. Before Josefina bears the burden of proving that the dismissal was legal, petitioners must first

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[46] Id. at 1339.
[47] Id. at 1005.
[48] *Parayday v. Shogun Shipping Co., Inc.*, G.R. No. 204555, July 6, 2020.

establish by substantial evidence the fact of their dismissal from service. Obviously, if there is no dismissal, then there can be no question as to its legality or illegality.[49] The Court agrees with the observations of the NLRC, as affirmed by the CA that:

> We note that complainants, apart from claiming to have been dismissed on December 14, 2015 in their pro-forma complaint, failed to narrate the specific circumstances attending their alleged dismissal in their Position Paper and other responsive pleadings. On the contrary, the evidence on record show that complainants Torres and Madeline Acosta were issued notices to report for work after they were reported to have committed unauthorized absences, but failed to comply. On the other hand, complainants Mercy Bermido, Michael Bermido, Gadiano, Anna Cris Acosta, Villamor, and Sables failed to refute respondent Bethel's assertion that they were reported to have committed acts inimical to the interest of respondent Josefina.
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> In this case, apart from their unsubstantiated allegations, complainants failed to adduce evidence of their alleged dismissal from employment. [50]

Thus, having no substantial basis with regard to petitioners' dismissal, the CA correctly deleted the money claims and attorney's fees raised by petitioners. The Court agrees with the CA's findings that:

> [T]he payrolls and vouchers submitted by respondents Josefina and Bethel duly establish compliance with minimum wage laws and labor standards benefits for complainants. The claims for holiday premium pay, overtime pay, service incentive leave pay and 13th month pay by complainants who were paid on piece-rate basis are denied, as they are excluded from the coverage of workers entitled thereof.
>
> Finally, absent proof of malice or bad faith, or evidence that any of the individual respondents had exceeded their corporate authority, the claims for moral and exemplary damages and attorney's fees are denied.[51]

WHEREFORE, the Petition for Review on *Certiorari* is **DENIED**. The September 30, 2020 Decision and the February 5, 2021 Resolution of the Court of Appeals in CA-G.R. SP No. 152522, which affirmed the April 27, 2017 Decision and the June 27, 2017 Resolution of the National Labor Relations Commission, are **AFFIRMED**.

The Court further resolves to **NOTE**:

1) The unserved copy of June 23, 2021 Resolution which required the respondents to comment on the petition for review on *certiorari*, sent to

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[49] *Agapito v. Aeroplus Multi-Services, Inc.*, G.R. No. 248304, April 20, 2022.
[50] *Rollo*, p. 1006.
[51] Id. at 1007.

respondent Intimoda Manufacturing, Inc., at 609-B Jenny's Avenue, 1607 Maybunga, Pasig City with postal notation "RTS-closed company";

2) The unserved copy of the December 1, 2021 Resolution which among others noted the comment of respondents Bethel Multi-Purpose Cooperative and Jhoanne Marie B. Lloren on the petition for review on *certiorari*, sent to respondent Intimoda Manufacturing, Inc. at 609-B Jenny's Avenue, 1607 Maybunga, Pasig City, with postal notation "RTS-closed company"; and

3) The unserved copy of the March 14, 2022 Resolution which, among others, awaited the comment of respondent Intimoda Manufacturing, Inc. on the petition for review on *certiorari*, sent to respondent Intimoda Manufacturing, Inc., at 609-B Jenny's Avenue, 1607 Maybunga, Pasig City with postal notation "RTS-closed company";

The Court further resolves to **GRANT** petitioners' First Motion for Additional 15 days from May 7, 2022, within which to file a Consolidated Reply to the separate comments on the petition for review on *certiorari* and to **NOTE** the aforesaid Consolidated Reply to the separate comments of respondents So-en Garments Manufacturing, Corp., Gilbert Chua, Josefina Manufacturing, Inc., Bethel Multi-Purpose Cooperative and Jhoanne Marie B. Lloren on the petition for review on *certiorari* by petitioners.

Petitioners are **DIRECTED** to submit a soft copy in compact disc, USB or e-mail containing the PDF file of (a) the signed first motion for additional time to file consolidated reply and (b) the signed consolidated reply, pursuant to A.M. Nos. 10-3-7-SC and 11-9-4-SC, within ten (10) days from receipt of this Resolution.

Finally, petitioners are **DIRECTED** to furnish the Court respondent Intimoda Manufacturing, Inc.'s current address within ten (10) days from receipt of this Resolution.

SO ORDERED." ***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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(NLRC NCR Case No. 01-00999-16)

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