Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

EDWARD R. AÑONUEVO, *Petitioner*,	**G.R. No. 235534**
- versus -	Present:
CBK POWER COMPANY, LTD. (CBK), HIROSHI TANIMURA (Chief Administrative Officer-CBK), SERVILLANO DUNGLAO (VP for Administration-CBK), and TCS MANPOWER SERVICES, INC. (TCS), *Respondents*.	CAGUIOA, *J.*, Chairperson, INTING, GAERLAN DIMAAMPAO, and SINGH, *JJ.*
	Promulgated: January 23, 2023 MisOCBath

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D E C I S I O N

SINGH, *J.*:

This resolves the Petition for Review under Rule 45[1] (**Petition**) filed by petitioner Edward R. Añonuevo (**Añonuevo**) to assail the June 23, 2017

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1 *Rollo*, pp. 9-47.

Decision[2] and November 6, 2017 Resolution[3] of the Court of Appeals (**CA**) in CA-G.R. SP No. 134064.

In the June 23, 2017 Decision, the CA found no grave abuse of discretion on the part of the National Labor Relations Commission (**NLRC**) in rendering its October 21, 2013 Decision,[4] which affirmed the June 23, 2013 Decision[5] of Labor Arbiter Enrico Angelo C. Portillo (**Labor Arbiter**) in NLRC Case No. RAB IV-01-00010-13-L. The Labor Arbiter dismissed Añonuevo's complaint for illegal dismissal. The CA's December 16, 2013 Resolution denied Añonuevo's Motion for Reconsideration.

The Facts

On January 3, 2013, Añonuevo filed a complaint for illegal dismissal, regularization, attorney's fees, and moral and exemplary damages against respondents CBK Power Company, Ltd. (**CBK**), Hiroshi Tanimura (**Tanimura**), CBK's Chief Administrative Officer, and Servillano Dunglao (**Dunglao**), CBK's Vice-President for Administration.[6]

In his Affidavit,[7] Añonuevo alleged that on or about July 10, 2008, he went to the office of CBK's Human Resources Department in Kalayaan, Laguna to apply for work as a maintenance technician at CBK's Kalayaan Power Plant. However, he was instructed by CBK's staff to apply with Rolpson Enterprise (**Rolpson**), one of CBK's manpower providers. On the same day, Añonuevo went to Rolpson's office and there he was told that while he was to work at CBK, he would be getting his salary from Rolpson. On July 14, 2008, he started working at CBK's Kalayaan Power Plant under the Quality Management System Department.

On June 15, 2010, Añonuevo was allegedly informed by CBK that from then on, he would be receiving his salary from TCS Manpower Services, Inc. (**TCS**) instead of Rolpson. Thereafter, on March 9, 2011, he was required by TCS to sign two employment contracts: (a) a contract for the period of June 16, 2010 to November 15, 2010; and (b) a contract for the period of November 16, 2010 to April 15, 2011.[8]

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2 *Id.* at 49-59. Penned by Associate Justice Nina G. Antonio-Valenzuela and concurred in by Associate Justices Jose C. Reyes, Jr. (a retired Member of the Court) and Stephen C. Cruz.

3 *Id.* at 61-62. Penned by Associate Justice Nina G. Antonio-Valenzuela and concurred in by Associate Justices Jose C. Reyes, Jr. (a retired Member of the Court) and Stephen C. Cruz.

4 *Id.* at 91-99.

5 *Id.* at 318-327.

6 *Id.* at 153.

7 *Id.* at 164-170.

8 *Id.* at 253-256.

On December 14, 2012, TCS informed Añonuevo that his employment at CBK will be terminated effective December 31, 2012 in view of the expiration of the service contract between TCS and CBK. On December 19, 2012, he reported for work but he was escorted out of CBK's premises upon the order of Dunglao, who declared that Añonuevo was no longer allowed inside CBK's premises as he had already been terminated from work. This prompted Añonuevo to file the subject complaint.

Añonuevo claimed that at the time of his dismissal, he was already a regular employee of CBK.[9] He stressed that since there was no written contract between him and Rolpson, he had become CBK's regular employee on his first day of work on July 4, 2008.[10] Añonuevo further maintained that he performed activities which were usually necessary or desirable in CBK's electric power generation business, namely, "monitoring and reporting on activities of CBK's contractors in rehabilitating old and flooded turbines and in repairing the generator of another turbine; performing various IT jobs; safety patrol duties, and computer drawing."[11] Añonuevo also averred that Rolpson and TCS were labor-only contractors as it was CBK who controlled the performance of his work and supplied all the tools and equipment that he used in doing his job, *i.e.*, "computers, testing instruments, office supplies, vehicles, etc."[12] He likewise underscored that at the time of his dismissal, there was no longer any subsisting contract between him and TCS.[13] Thus, Añonuevo argued that he was illegally dismissed by CBK, there being no just or authorized cause warranting the termination of his employment.[14]

For their part, CBK, Tanimura, and Dunglao denied that CBK had any employment relationship with Añonuevo.[15] They averred that CBK is a duly registered and existing partnership engaged in the business of power production that was awarded the contract for operating the Kalayaan, Botocan, and Caliraya Power Plants owned by the National Power Corporation (**NAPOCOR**).[16] Pursuant to its Build Rehabilitate Operate and Transfer Agreement with NAPOCOR, CBK allegedly absorbed the NAPOCOR employees for its core operation or business of power production and contracted out temporary and incidental non-core business jobs and job undertaking to legitimate job contractors such as TCS.[17] CBK, Tanimura, and Dunglao maintained that the complaint should be dismissed in relation to CBK on the ground of lack of jurisdiction because CBK, based on the four-fold test, was not the employer of Añonuevo.[18]

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9 *Id.* at 144-163.
10 *Id.* at 155.
11 *Id.* at 156.
12 *Id.* at 157-158.
13 *Id.* at 159.
14 *Id.*
15 *Id.* at 328-350.
16 *Id.* at 330.
17 *Id.* at 330-331.
18 *Id.* at 332.

TCS intervened in NLRC Case No. RAB-IV-01-00010-13-L. In its Position Paper,[19] TCS averred that it was the employer of Añonuevo and that it was a duly registered independent contractor with a valid service contract with CBK. It claimed that it hired the services of Añonuevo on June 16, 2010 to November 2010 as IT Technician assigned to CBK and that Añonuevo's employment contract was automatically renewed following the renewal of TCS's contract with CBK. On December 12, 2012, TCS informed Añonuevo of the expiration of the service contract and directed the latter to report to TCS's head office. However, Añonuevo did not comply with TCS's directive.

The Ruling of the Labor Arbiter

In his June 20, 2013 Decision,[20] the Labor Arbiter dismissed Añonuevo's complaint for lack of merit. The Labor Arbiter found TCS to be a legitimate job contractor and thus ruled that no employer-employee relationship existed between Añonuevo and CBK.[21]

The Ruling of the NLRC

The NLRC rendered a Decision,[22] dated October 21, 2013, dismissing Añonuevo's appeal and affirming the Labor Arbiter's Decision. It upheld the Labor Arbiter's findings that Añonuevo was an employee of TCS and that TCS was a legitimate job contractor. The NLRC further found that contrary to his claim, Añonuevo, who was an IT Technician, was not performing tasks necessary and desirable to the business of CBK, which was engaged in power production.

Añonuevo then filed a Petition for *Certiorari* with the CA, which was docketed as CA-G.R. SP No. 134064.

The Ruling of the CA

In the assailed June 23, 2017 Decision,[23] the CA dismissed Añonuevo's Petition for *Certiorari.* Applying the four-fold test, the CA agreed with the Labor Arbiter and the NLRC that there was no employer-employee relationship between CBK and Añonuevo.

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19 *Id.* at 367-384.
20 *Id.* at 318-327.
21 *Id.* at 9-10.
22 *Id.* at 91-99.
23 *Id.* at 49-59.

On November 4, 2013, Añonuevo moved for the reconsideration of the June 23, 2017 Decision, but his motion was denied by the CA in the assailed November 6, 2017 Resolution.[24]

The Issue

Did the CA err in holding that the NLRC committed no grave abuse of discretion in finding that Añonuevo was not a regular employee of CBK?

The Ruling of the Court

The Petition is impressed with merit.

At the outset, the Court underscores that in labor cases, a petition for review on *certiorari* under Rule 45 is 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 NLRC.[25]

There is grave abuse of discretion on the part of the NLRC when its findings and conclusions are not supported by substantial evidence, *i.e.*, that amount of relevant evidence which a reasonable mind might accept as adequate to justify a conclusion.[26]

In the present case, the Court finds that the CA erred in finding that the NLRC committed no grave abuse of discretion in affirming the dismissal of Añonuevo's complaint. The evidence relied upon by the Labor Arbiter, the NLRC, and the CA was insufficient to support their conclusion that Añonuevo was an employee of TCS. On the contrary, the evidence points to CBK as Añonuevo's real employer.

Añonuevo is CBK's employee

In his submissions to the Labor Arbiter, the NLRC, and the CA, Añonuevo consistently maintained that he became a regular employee of CBK on his very first day of work since Rolpson was a labor-only contractor. However, the Labor Arbiter, the NLRC, and the CA, without so much as an

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24 *Id.* at 61-62.

25 *Manila Cordage Company-Employees Labor Union-Organized Labor Union in Line Industries and Agriculture v. Manila Cordage Co.*, G.R. Nos. 242495-96, September 16, 2020 citing *Fuji Television Network, Inc. v. Espiritu*, 749 Phil. 388, 414 (2014).

26 *Servflex, Inc. v. Urera*, G.R. No. 246369, March 29, 2022 citing *Ace Navigation Company v. Garcia*, 760 Phil. 924 (2015); *Mercado v. AMA Computer College-Parañaque City, Inc.*, 632 Phil. 228 (2010).

explanation, all skirted this issue squarely raised by Añonuevo.

It bears stressing that CBK never refuted Añonuevo's allegation that he started working at the Kalayaan Power Plant operated by CBK on July 14, 2008. However, CBK insisted that Añonuevo was Rolpson's employee as it was the latter which engaged Añonuevo to perform services under Rolpson's legitimate sub-contracting arrangement with CBK.[27]

CBK fails to persuade.

Article 106 of the Labor Code, which governs job contracting, provides:

> 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.
>
> In the event that the contractor or subcontractor fails to pay the wages of his employees in accordance with this Code, the employer shall be jointly and severally liable with his contractor or subcontractor to such employees to the extent of the work performed under the contract, in the same manner and extent that he is liable to employees directly employed by him.
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> The Secretary of Labor and Employment may, by appropriate regulations, restrict or prohibit the contracting-out of labor to protect the rights of workers established under this Code. In so prohibiting or restricting, he may make appropriate distinctions between labor-only contracting and job contracting as well as differentiations within these types of contracting and determine who among the parties involved shall be considered the employer for purposes of this Code, to prevent any violation or circumvention of any provision of this Code.
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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 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.* (Emphasis supplied)

Labor-only contracting is prohibited as it is seen as a circumvention of

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27 *Rollo*, pp. 636-637.

labor laws.[28] To protect labor, the general presumption is that a contractor is engaged in labor-only contracting.[29] Thus, the burden of proving that Rolpson and TCS are not labor-only contractors rests on the respondents.

Pursuant to the Secretary of Labor and Employment's (**SOLE**) delegated authority under Article 106 of the Labor Code, the SOLE promulgated several issuances to distinguish legitimate job contracting from labor-only contracting. The applicable issuance at the time of Añonuevo's deployment in CBK and alleged illegal dismissal are Department Order No. 18-02, Series of 2002 (**DO 18-02**) and Department Order No. 18-A, Series of 2011 (**DO 18-A**), respectively.

Section 11 of DO 18-02 states:

> Section 11. Registration of Contractors or Subcontractors. — Consistent with authority of the Secretary of Labor and Employment to restrict or prohibit the contracting out of labor through appropriate regulations, a registration system to govern contracting arrangements and to be implemented by the Regional Office is hereby established.
>
> The Registration of contractors and subcontractors shall be necessary for purposes of establishing an effective labor market information and monitoring.
>
> *Failure to register shall give rise to the presumption that the contractor is engaged in labor-only contracting.* (Emphasis supplied)

CBK failed to present Rolpson's Certificate of Registration with the DOLE. There being no Certificate of Registration, a presumption arises that Rolpson is engaged in labor-only contracting.[30] This presumption will prevail unless the contractor overcomes the burden of proving that it has substantial capital, investment, tools and the like.[31] In this case, however, CBK failed to adduce any proof that Rolpson had any substantial capital, investment or assets to perform the work contractor for. Thus, the presumption that Rolpson is a labor-only contractor stands.

A finding that a contractor is a labor-only contractor is equivalent to a declaration that there is an employer-employee relationship between the principal and the workers of the labor-only contractor; the labor-only contractor is deemed only as the agent of the principal.[32] Strictly speaking, in labor-contracting, there is no contracting, and no contractor; there is only the

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28 *Abuda v. L. Natividad Poultry Farms*, *835* Phil. 554 (2018).

29 *Mecaydor v. Saekyung Realty Corp.*, G.R. No. 249616, October 11, 2021.

30 *Id.*

31 *Abuda v. L. Natividad Poultry Farms*, *supra* note 28.

32 *Diamond Farms, Inc. v. Southern Philippines Federation of Labor (SPFL)-Workers Solidarity of DARBMUPCO/Diamond-SPFL*, 778 Phil. 72 (2016).

employer's representative who gathers and supplies people for the employer.[33]

With the finding that Rolpson is a labor-only contractor, Añonuevo is therefore considered as a regular employee of CBK. It is undisputed that Añonuevo worked at CBK's Kalayaan Power Plant from 2008 until his dismissal in 2012. Considering further that Añonuevo performed the same tasks that he was accomplishing for CBK after he was purportedly transferred to the employ of TCS in 2010, the Court has reason to believe that the engagement of Añonuevo by TCS was a mere ruse used by CBK to avoid being identified as Añonuevo's direct employer and bearing the consequences of Añonuevo's regularization.

In any case, the Court also finds, as will be discussed below, that the respondents likewise failed to discharge the burden of proving that TCS is a legitimate contractor.

CBK claims that TCS is a legitimate job contractor as supported by the Certificate of Registration[34] issued by the DOLE to TCS on September 22, 2011. The Court stresses that a Certificate of Registration is not conclusive evidence of being a legitimate job contractor. It merely prevents the presumption of labor-only contracting and gives rise to a disputable presumption that the contractor is legitimate.[35]

In the present case, however, the Court notes that TCS's registration with DOLE suffers from a defect. As mentioned earlier, Añonuevo started working at CBK's premises in 2008. Based on Añonuevo's Temporary Employment Contracts[36] with TCS, the latter employed Añonuevo's services on June 16, 2010, while TCS's Certificate of Registration was issued only in 2011. Moreover, the earliest service contract between TCS and CBK on record was executed on February 19, 2009.[37] This must necessarily be taken against TCS, as there is no basis to give the Certificate of Registration a retroactive effect.[38] This indicates that TCS supplied manpower to CBK without the DOLE's authorization and gives rise to the presumption that TCS is engaged in labor-only contracting, which CBK and TCS failed to overcome.

Under Section 6 of DO 18-A, labor-only contracting exists if any of the following elements are present:

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33 *Ortiz v. Forever Richsons Trading Corp.*, G.R. No. 238289, January 20, 2021.

34 *Rollo*, p. 386.

35 *Manila Cordage Company-Employees Labor Union-Organized Labor Union in Line Industries and Agriculture v. Manila Cordage Co.*, G.R. Nos. 242495-96, September 16, 2020.

36 *Rollo*, pp. 253-254 & 255-256.

37 *Id.* at 354-357.

38 *Alaska Milk Corporation v. Paez*, G.R. No. 237277, November 27, 2019, 926 SCRA 233 (2019).

> 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
>
> ii) the contractor does not exercise the right to control over the performance of the work of the contractual employee.

Regarding the first element of labor-only contracting, TCS was able to meet the threshold provided in Section 3(l) of DO 18-A, which defines "substantial capital" as "paid-up capital stocks/shares of at least Three Million Pesos (PHP 3,000,000.00) in the case of corporations, partnerships and cooperatives." In 2012, TCS had subscribed and paid-up shares in the amount of PHP 10,000,000.00.[39] However, the record is bereft of any proof that TCS's capital was related to the job or service it undertook to perform under its contract with CBK.

At any rate, proof of substantial capital does not make an entity immune to a finding of labor-only contracting when there is showing that control over the employees reside in the principal and not in the contractor.[40]

"Right to control" is defined as "the right reserved to the person for whom the services of the contractual workers are performed, to determine not only the end to be achieved, but also the manner and means to be used in reaching that end."[41] This Court has consistently held that the most important criterion in determining the existence of an employer-employee relationship is the power to control the means and methods by which employees perform their work.[42]

The Labor Arbiter, the NLRC, and the CA uniformly found that TCS exercised control over Añonuevo's work.

The issue of whether TCS had control of Añonuevo's performance of his work is a question of fact.[43] It is settled that only questions of law may be raised and resolved by this Court in petitions for review on *certiorari* under Rule 45 of the Rules of Court, because the Court, not being a trier of facts, is not duty-bound to reexamine and calibrate the evidence on record. Findings of fact of quasi-judicial bodies, especially when affirmed by the CA, are

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39 *Rollo*, pp. 392-393.

40 *Manila Cordage Company-Employees Labor Union-Organized Labor Union in Line Industries and Agriculture v. Manila Cordage Co.*, *supra* note 35.

41 DO 18-A, sec. 3(i).

42 *Alaska Milk Corporation v. Paez*, *supra* note 38.

43 *Bognot v. Pinic International (Trading) Corp.*, 848 Phil. 770 (2019).

generally accorded finality and respect.[44] The foregoing rules, however, are not without exceptions.

In *Aklan Electric Cooperative, Inc. v. National Labor Relations Commission*,[45] it was emphasized that this Court is not completely precluded from revisiting the factual findings of administrative bodies:

> *While administrative findings of fact are accorded great respect, and even finality when supported by substantial evidence, nevertheless, when it can be shown that administrative bodies grossly misappreciated evidence of such nature as to compel a contrary conclusion, this Court had not hesitated to reverse their factual findings.* Factual findings of administrative agencies are not infallible and will be set aside when they fail the test of arbitrariness.[46] (Emphasis supplied)

The CA concluded that TCS controlled Añonuevo's performance of his tasks on the basis of: (a) TCS's Inter Office Memorandum Order, dated January 21, 2008,[47] addressed to Geraldo Retarino (**Retarino**); (b) Retarino's Affidavit, dated March 4, 2013;[48] and (c) Añonuevo's Daily Time Records.[49]

The Court disagrees with the CA's conclusion.

The pieces of evidence relied upon by the CA do not constitute substantial evidence to support its conclusion that TCS actually exercised control over Añonuevo. In labor cases, as in other administrative and quasi-judicial proceedings, the quantum of proof necessary is substantial evidence, or such amount of relevant evidence which a reasonable mind might accept as adequate to justify a conclusion.[50]

At most, the Inter Office Memorandum Order only shows that TCS assigned Retarino to CBK's Kalayaan Power Plant as project supervisor and that Retarino was "tasked to oversee, monitor and supervise [TCS's] people and [its] operation in the premises of [CBK]." This hardly proves, however, that TCS, through Retarino, actually monitored and supervised Añonuevo's performance of his job. The same can be said about Retarino's Affidavit, which only averred generally that it was TCS, through him, which monitored and supervised Añonuevo, without stating with sufficient particularity how

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44 *Ortiz v. Forever Richsons Trading Corp.*, G.R. No. 238289, January 20, 2021 citing *Deocariza v. Fleet Management Services Phils., Inc.*, 836 Phil. 1087, 1097 (2018); *Quintanar v. Coca-Cola Bottlers, Philippines, Inc.*, 788 Phil. 385, 401 (2016).

45 380 Phil. 225 (2000).

46 *Id.* at 237.

47 *Rollo*, p. 414.

48 *Id.* at 415.

49 *Id.* at 538.

50 *South Cotabato Communications Corp. v. Sto. Tomas*, 787 Phil. 494 (2016) citing *Tengzon et al. v. R. Villegas Taxi Transport*, 731 Phil. 217 (2014).

such supervision was exercised.

As regards the Daily Time Records, an examination of the same shows that the signatures appearing on the spaces beside the phrases "checked by," "certified by," and "client's signature" are all the same. This bolsters Añonuevo's claim in his Petition that his Daily Time Records were certified not by TCS but by CBK.[51] The Court notes that neither CBK nor TCS refuted this allegation in their Comments.[52]

On the other hand, Añonuevo submitted copies of his email correspondence with CBK's officers and employees and reports[53] that he prepared showing that it was the latter who gave him orders and reviewed his work, without any interference from Retarino.[54] The record also bears out that it was CBK who prepared the schedule of Añonuevo's on-call duty.[55]

To be sure, even if both parties in this case have presented substantial evidence to support their allegations, the equipoise rule dictates that the scales of justice be tilted in favor of labor. This is in line with the policy of the State to afford greater protection to labor.[56]

In view of the foregoing, the Court finds that TCS is a labor-only contractor. Hence, Añonuevo is deemed an employee of CBK.

Añonuevo was illegally dismissed

Having settled the nature of CBK's contracting arrangement with Rolpson and TCS, the Court now delves into the issue of whether Añonuevo was illegally dismissed.

Settled is the rule that regular employees may only be terminated for just or authorized cause. This applies in cases of labor-only contracting, where the law creates an employer-employee relationship between the principal and the employees of the purported contractor.[57]

It is undisputed that Añonuevo's employment at CBK's Kalayaan Power Plant was terminated due to the expiration of CBK's contract with TCS. However, because of the finding that Rolpson and TCS were engaged

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51 *Id.* at 40.
52 *Id.* at 709-719, 722-739.
53 *Id.* at 171-181.
54 *Id.* at 193-252.
55 *Id.* at 304-310.
56 *Hubilla v. HSY Marketing Ltd., Co.*, 823 Phil. 358 (2018).
57 *Alaska Milk Corporation v. Paez*, *supra* note 38.

in labor-only contracting, Añonuevo, by operation of law, is considered as CBK's employee. As such, he cannot be validly dismissed on the ground of the expiration of TCS's contracting agreement with CBK.

Hence, having been terminated without lawful cause, Añonuevo is entitled to reinstatement without loss of seniority rights and other privileges or, if reinstatement is no longer possible, he may be entitled to separation pay equivalent to one month pay for every year of service up to the finality of this Decision, in addition to full backwages, inclusive of allowances and benefits, pursuant to Article 279 of the Labor Code.[58]

Añonuevo is entitled to moral and exemplary damages and attorney's fees

Moral damages are awarded in illegal dismissal cases when the employer acted (a) in bad faith or fraud; (b) in a manner oppressive to labor; or (c) in a manner contrary to morals, good customs, or public policy. In addition to moral damages, exemplary damages may be imposed by way of example or correction for the public good.[59]

In the present case, respondents clearly acted in bad faith. As discussed above, CBK, in cooperation with TCS, employed a scheme designed to allow CBK to evade being identified as Añonuevo's employer and the consequences of Añonuevo's regularization. Since Añonuevo's dismissal resulted from prohibited labor-only contracting and considering further that the respondents' unjust acts compelled Añonuevo to litigate to protect his rights, the Court deems it reasonable to award moral damages and exemplary damages in the amount of PHP 50,000.00 each and 10% attorney's fees, to be paid jointly and solidarily by the respondents pursuant to Article 109 of the Labor Code.[60]

Finally, in line with this Court's ruling in *Nacar v. Gallery Frames*,[61] the monetary awards are subject to 6% interest per annum from the finality of this Decision until full payment.

WHEREFORE, the Petition is **GRANTED**. The assailed June 23, 2017 Decision and November 6, 2017 Resolution of the Court of Appeals in CA-G.R. SP No. 134064 are **REVERSED**. The respondents are **ORDERED**

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58 *Ortiz v. Forever Richsons Trading Corp.*, *supra* note 33.

59 *De Silva v. Urban Konstruct Studio, Inc.*, G.R. No. 251156, November 10, 2021 citing *Daguinod v. Southgate Foods, Inc.*, G.R. No. 227795, February 20, 2019.

60 *Cusap v. Adidas Philippines, Inc.*, 765 Phil. 121 (2015).

61 716 Phil. 267 (2013).

to reinstate petitioner Edward R. Añonuevo to his former position without loss of seniority rights and other privileges, and to pay him: (a) backwages from his illegal dismissal on December 19, 2012, up to his actual reinstatement and should reinstatement be no longer be feasible, separation pay at one month's pay for every year of service; (b) moral damages of PHP 50,000.00; (c) exemplary damages of PHP 50,000.00; (d) and ten percent (10%) of all the sums due under this Decision as attorney's fees.

The monetary awards shall bear the legal interest rate of six percent (6%) per annum to be computed from the finality of this Decision until full payment.

The case is **REMANDED** to the Labor Arbiter for the computation of the total monetary benefits due Añonuevo in accordance with this Decision.

SO ORDERED.

MARIA FILOMENA D. SINGH
Associate Justice

WE CONCUR:

ALFREDO BENJAMIN S. CAGUIOA
Associate Justice
Division Chairperson

HENRI JEAN PAUL B. INTING
Associate Justice

SAMUEL H. GAERLAN
Associate Justice

JAPAR B. DIMAAMPAO
Associate Justice

ATTESTATION

I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

ALFREDO BENJAMIN S. CAGUIOA
Associate Justice
Chairperson, Third Division

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

ALEXANDER G. GESMUNDO
Chief Justice