



Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

NOTICE

Sirs/Mesdames:

Please take notice that the Court, Third Division, issued a Resolution dated **June 14, 2023**, which reads as follows:

“G.R. No. 264720 (Pro Maximum Security Agency, Inc., Petitioner, versus Lito P. Cartas, Respondent). — After a judicious study of the case, the Court resolves to deny the Petition for Review on *Certiorari*¹ under Rule 45 of the Rules of Court for failure to show that the Court of Appeals (CA) committed reversible error in its Decision² dated April 27, 2022, and Resolution³ dated December 1, 2022, in CA-G.R. SP No. 160201. The CA affirmed *in toto* the Decision⁴ dated September 28, 2018, and Resolution⁵ dated December 21, 2018, of the National Labor Relations Commission (NLRC) in NLRC NCR Case No. 05-08427-18. The NLRC, previously, affirmed the Decision⁶ dated August 7, 2018, of the Labor Arbiter (LA) that found petitioner Pro Maximum Security Agency, Inc. (PMSAI) liable to pay respondent Lito P. Cartas (Cartas) his salary differential, unpaid salary, overtime pay differentials, holiday pay, premium pay, 13th month pay, service incentive leave (SIL), and attorney’s fees.

The arguments in the petition are a mere rehash of those already presented and resolved in full by the LA, the NLRC, and the CA. PMSAI calls for a reevaluation of evidence that is not appropriate in a petition for review under Rule 45 of the Rules of Court wherein the Court’s jurisdiction is limited only to errors of law.⁷ Here, the determination of whether Cartas is entitled to his monetary claims is a question of fact beyond the province of a petition for review on *certiorari*.⁸ Thus:

In a Rule 45 review, we consider the correctness of the assailed CA

¹ *Rollo*, pp. 13-25.

² *Id.* at 32-44. Penned by Associate Justice Alfredo D. Ampuan and concurred in by Associate Justices Pedro B. Corales and Maximo M. De Leon.

³ *Id.* at 46-48.

⁴ *Id.* at 50-61. Penned by Presiding Commissioner Grace E. Maniquiz-Tan and concurred in by Commissioners Dolores M. Peralta-Beley and Mercedes R. Posada-Lacap.

⁵ *Id.* at 63-70..

⁶ *Id.* at 152-161. Penned by Labor Arbiter Alberto S. Abalayan.

⁷ See *Gatan v. Vinarao*, 820 Phil. 257, 265 (2017).

⁸ See *Agayan v. Kital Philippines Corp.*, 927 SCRA 16 (2019).

decision, in contrast with the review for jurisdictional error that we undertake under Rule 65. Furthermore, Rule 45 limits us to the review of questions of law raised against the assailed CA decision. In ruling for legal correctness, we have to view the CA decision in the same context that the petition for *certiorari* it ruled upon was presented to it; we have to examine the CA decision from the prism of whether it correctly determined the presence or absence of grave abuse of discretion in the NLRC decision before it, not on the basis of whether the NLRC decision on the merits of the case was correct. In other words, we have to be keenly aware that the CA undertook a Rule 65 review, not a review on appeal, of the NLRC decision challenged before it. This is the approach that should be basic in a Rule 45 review of a CA ruling in a labor case. In question form, the question to ask is: Did the CA correctly determine whether the NLRC committed grave abuse of discretion in ruling on the case?⁹

Moreover, “[f]indings of fact of administrative agencies and quasi-judicial bodies, which have acquired expertise because their jurisdiction is confined to specific matters, are generally accorded not only respect, but also finality” when the same are affirmed by the CA. Such findings deserve full respect and ought not to be altered, modified, or reversed without justifiable reason.¹⁰ In the case, the LA and the NLRC had already determined the factual issue of the case. Later, the CA affirmed these findings. These findings are accorded great respect and are deemed binding on the Court as long as they are supported by substantial evidence.¹¹

Even if the question of fact would be entertained, the petition remains unmeritorious.

Settled is the rule that once an employee has set out with particularity in his pleadings and other documents his claims which his or her employer allegedly failed to pay him, it becomes the employer’s burden to prove payment or non-entitlement to it.¹² Under the circumstances, the relevant documents and records are within the custody of the employer, thus more accessible to the latter. In contrast, the employee is not required to keep the records of payment of the benefits granted to them by law.¹³

In granting Cartas’ monetary claims, the NLRC aptly observed that PMSAI could have easily presented the pertinent records such as pay slips to buttress its claim of payment. Significantly, however, it failed to submit them. In addition, PMSAI’s summaries of payment were self-serving;

⁹ *Id.*, citing *Abing v. NLRC*, 742 Phil. 647, 653–654 (2014).

¹⁰ *Diversified Security, Inc. v. Bautista*, 632 Phil. 301, 306 (2010), citing *Reyes v. NLRC (5th Div.)*, 556 Phil. 317, 330–331 (2007). Emphases omitted.

¹¹ See *Hantex Trading Co., Inc. v. Court of Appeals*, 438 Phil. 737, 743 (2002).

¹² *De Guzman v. National Labor Relations Commission*, 564 Phil. 600, 614-615 (2007).

¹³ *Rollo*, p. 156.

they were unauthenticated computer printouts without Cartas' signature.¹⁴ On the other hand, Cartas presented his (1) company identification card; (2) pay slips from January 2016 to April 15, 2018; and (3) daily time record from April 1 to 15, 2018.¹⁵ The LA explained:

There is merit in complainant's claim of underpayment of wages. Settled is the rule that the employer bears the burden to prove that the employees received their wages and benefits and that the same were paid in accordance with law x x x. This is so because the employees are neither required nor expected to keep the records of payment of benefits granted to them by law x x x. Amid claim of complainant that he only received [P]500.00 for 12 hours of work daily, respondents did not adduce any evidence to show that complainant was paid in accordance with law. Besides, there is evidence in support of complainant's claim that he was only paid a wage of [P]500.00 for 12 hours of work per day. Annex "C" of complainant's position paper which represents his Daily Time Records for the period April 1 to 15, 2018 indicates that complainant rendered 12 hours of work per day for 15 days or a total of 18 hours of work during said period. The corresponding payslip for said period adduced in evidence by complainant (Annexes "B-51" of Complainant's Position Paper) shows that he received a gross pay of [P]7,489.19 for 180 hours of work including 60 hours of overtime work during the same period. It means that complainant was indeed only paid the amount of [P]499.28 for 12 hours of work per day or [P]41.61 per hour of work, without distinction between regular hours of work and overtime work. This translates to an effective daily wage of only [P]332.85 per day. Subject to the 3-year prescriptive period and with due regard to the prevailing minimum wages, complainant is entitled to salary differentials, computed as follows:

I. Salary Differentials

A. May 18, 2015 to June 1, 2016 – 12.47 months

$[(466 + 15 \text{ ECOLA}) - 332.85] \times 26 \times 12.47 = [\text{P}]48,633.19$

B. June 2, 2016 to Oct. 4, 2017 – 16.10 months

$[(\text{P}]481 + 10 \text{ ECOLA}) - 332.85] \times 26 \times 16.10 = [\text{P}]66,201.59$

C. Oct. 5, 2017 to April 15, 2018 – 6.37 months

$[(502 + 10 \text{ ECOLA}) - 332.85] \times 26 \times 6.37 = [\text{P}]29,670.82$

TOTAL $[\text{P}]143,905.60$

Complainant is also entitled to overtime pay differentials. Notably, he was only paid a flat rate of [P]41.61 per hour of work, without distinction between regular hours of work and overtime work. The payslips adduced in evidence by complainant indicate substantially the same gross pay which suggest a pattern on the manner by which complainant was compensated for 12 hours of work per day. Subject to the 3-year prescriptive period, complainant is entitled to overtime pay differentials, computed as follows:

II. Overtime Pay Differentials

A. May 18, 2015 to June 1, 2016 – 12.47 months

$([\text{P}]466 - 332.85) \div 8 \times 4 \times 0.25 \times 26 \times 12.47 = [\text{P}]5,396.24$

¹⁴ Id. at 56.

¹⁵ Id. at 40.

B. June 2, 2016 to Oct. 4, 2017 – 16.10 months	
$([P]481 - 332.85) \div 8 \times 4 \times 0.25 \times 26 \times 16.10 =$	$[P]7,751.95$
C. Oct. 5, 2017 to April 15, 2018 – 6.37 months	
$([P]502 - 332.85) \div 8 \times 4 \times 0.25 \times 26 \times 6.37 =$	$[P]3,501.83$
TOTAL	$[P]16,650.02$

There is also merit in complainant's claim for unpaid salary for the period April 16 to 20, 2018. Amid such claim, respondents did not adduce evidence to show payment. Complainant is thus entitled to his unpaid salary for 5 days, computed as follows:

III. Unpaid Salary	
$([P]502 + 10) \times 5 =$	$[P]2,560.00$

There is also merit in complainant's claim for holiday pay. Under Article 94 of the Labor Code, every worker is entitled to his regular daily wage during regular holidays, without having to render work during those days. In the absence of a showing from respondents that complainant was given such benefit, complainant is entitled to holiday pay, subject to the 3-year prescriptive period, computed as follows:

IV. Holiday Pay	
A. May 18, 2015 to June 1, 2016 – 12 regular holidays	
$[P]466 \times 12 =$	$[P]5,592.00$
B. June 12, 2016 to Oct. 4, 2017 – 16 holidays	
$[P]481 \times 16 =$	$[P]7,696.00$
C. Oct. 5, 2017 to April 15, 2018 – 6 holidays	
$[P]502 \times 6$	$[P]3,012.00$
TOTAL	$[P]16,300.00$

There is some merit in complainant's claim for premium pay for rest day. The Daily Time Record for April 1 to 15, 2018, shows that complainant rendered work during 3 Sundays on April 1, 8, and 15, 2018 but he was only paid the flat rate of $[P]322.85$ per day of work. Under Article 93 of the Labor Code, for work on a Sunday or scheduled rest day, a worker is entitled to additional compensation equivalent to at least 30% of the regular wage. Complainant is thus entitled to premium pay, computed as follows:

V. Premium Pay	
$[P]502 \times 0.30 \times 3$	$[P]451.80$

There is still merit in complainant's claim for 13th month pay. Amid claim of complainant that he was not given his 13th month pay during his employment, respondents did not adduce credible evidence to show otherwise. The 13th month pay summaries presented by respondents do not prove that complainant received his 13th month pays for 2015 to 2017, in the absence of proof of receipt or proof of remittance of the amounts listed therein. Such summaries are self-serving at best. Subject to the 3-year prescriptive period, complainant is entitled to his 13th month pay for the years 2015 to 2017, computed as follows:

VI. 13 th Month Pay	
A. Jan. 1 to April 3, 2015 – 3.10 months	
$[P]451 \times 26 \times 3.10/12 =$	$[P]3,029.22$

B. April 4, 2015 to June 1, 2016 –13.93 months	
[P]466 x 26 x 13.93/12 =	[P]14,064.66
C. June 2, 2016 to Oct. 4, 2017 – 16.10 months	
[P]481 x 26 x 16.10/12 =	[P]16,778.88
D. Oct. 5, 2017 to Dec. 31, 2017 – 2.90 months	
[P]502 x 26 x 2.90/12 =	[P]3,154.23
Total	[P]37,026.99

Further, there is merit in complainant's claim of non-payment of service incentive leave pay. Amid claim of complainant that he was not given such benefit during his employment, respondents did not adduce credible evidence to show otherwise. The Service Incentive Leave Pay summaries presented by respondents do not have probative value in the absence of proof of receipt or of remittance of the amounts listed therein and are self-serving at best. Complainant is thus entitled to the monetary equivalent of his earned service incentive leave benefits, computed as follows:

VII. Service Incentive Leave Pay	
April 19, 2013 to April 20, 2018 – 5.01 years	
[P]502 x 5 x 5.01 =	[P]12,575.10 ¹⁶

PMSAI alleges that Cartas' daily time record for April 1-15, 2018 was forged as Ruben Monterey (Monterey), Officer-In-Charge, did not sign them and the latter did not authorize the production thereof. As pointed out by the NLRC, however, PMSAI did not prove the fact of forgery. Other than Monterey's self-serving affidavit, PMSAI did not present any clear, positive, and convincing evidence to prove its allegation. There was no examination to determine the resemblances and variations in Monterey's signatures. Nothing was presented to corroborate, or at least establish the fact of forgery. Some variance, or even similarities, in the strokes of the signatures in Monterey's affidavit and Cartas' daily time record may be present. Yet, these cannot be considered as conclusive proof of forgery, especially considering the interval of dates when the signatures being compared were undertaken.¹⁷ The Court explained in one case the factors involved in the examination and comparison of handwritings:

[T]he authenticity of a questioned signature cannot be determined solely upon its general characteristics, similarities or dissimilarities with the genuine signature. Dissimilarities as regards spontaneity, rhythm, pressure of the pen, loops in the strokes, signs of stops, shades, etc., that may be found between the questioned signature and the genuine one are not decisive on the question of the former's authenticity. The result of examinations of questioned handwriting, even with the benefit of aid of experts and scientific instruments, is, at best, inconclusive. There are other factors that must be taken into consideration. The position of the writer, the condition of the surface on which the paper where the questioned signature is written is placed, his [or her] state of mind, feelings and nerves, and the kind of pen

¹⁶ Id. at 157-160.

¹⁷ See id. at 202, 204-205.

and/or paper used, play an important role on the general appearance of the signature. Unless, therefore, there is, in a given case, absolute absence, or manifest dearth, of direct or circumstantial competent evidence on the character of a questioned handwriting, much weight should not be given to characteristic similarities, or dissimilarities, between that questioned handwriting and an authentic one.¹⁸

In sum, PMSAI failed to prove payment of Cartas' salary differentials, overtime pay, unpaid salaries, holiday pay, premium pay, SIL, and 13th month pay.

Based on prevailing jurisprudence,¹⁹ all monetary awards in favor of Cartas shall earn legal interest at the rate of six percent (6%) *per annum* from the finality of this Resolution until fully paid.²⁰ The period from the finality of the award until its payment constitutes a loan or forbearance of money for which petitioners should be made to pay interest at the rate of six percent (6%) *per annum*.²¹

WHEREFORE, the petition is **DENIED**. The Decision dated April 27, 2022, and Resolution dated December 1, 2022, of the Court of Appeals in CA-G.R. SP No. 160201 are **AFFIRMED** with **MODIFICATION**. Petitioner Pro Maximum Security Agency, Inc. is hereby **ORDERED** to pay respondent Lito P. Cartas the following: (1) salary differential in the amount of ₱143,905.60; (2) unpaid salary in the amount of ₱2,560.00; (3) overtime pay differentials in the amount of ₱16,650.02; (4) holiday pay in the amount of ₱16,300.00; (5) premium pay in the amount of ₱451.80; (6) 13th month pay in the amount of ₱37,026.99; (7) Service Incentive Leave Pay in the amount of ₱12,575.10; and (8) Attorney's fees equivalent to ten percent (10%) of the total monetary award.

The total monetary awards shall be subject to interest at the rate of six percent (6%) *per annum* from the finality of this Resolution until full payment.

The case is **REFERRED** to the Labor Arbiter for the determination of whether the total monetary award has already been fully or partially satisfied. Any unpaid amount should be further satisfied or any excess payment returned to petitioner.

¹⁸ *Gepulle-Garbo v. Sps. Garabato*, 750 Phil. 846, 856 (2015), citing *Jimenez v. Commission on Ecumenical Mission, United Presbyterian Church, USA*, 432 Phil. 895, 908-909 (2002).

¹⁹ *Lara's Gift & Decors, Inc. v. Midtown Industrial Sales*, G.R. No. 225433, September 20, 2022.

²⁰ *Id.*

²¹ *Benhur Shipping Corp. v. Riego*, G.R. No. 229179, March 29, 2022.

SO ORDERED.”

By authority of the Court:

Misa+DcBatt
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Division Clerk of Court JB 6/14/24

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