

SECOND DIVISION

[G.R. No. 225862, December 05, 2018]

OLIVER V. VERGARA, PETITIONER, VS. CDM SECURITY AGENCY, INC. AND VILMA PABLO, RESPONDENTS.

R E S O L U T I O N

A. REYES, JR., J.:

Before the Court is a Petition for Review on *Certiorari* under Rule 45 of the Rules of Court, seeking to reverse and set aside the Decision^[1] dated March 31, 2016 and Resolution^[2] dated July 7, 2016 of the Court of Appeals (CA) in CA-G.R. SP No. 141223.

FACTS:

As the records bear out, Oliver Vergara (Vergara) was employed as a security guard by CDM Security Agency, Inc. (CDM), an entity engaged in the business of providing security services to its clients. Vergara was assigned at a branch of BPI Family Savings Bank in San Agustin, Pampanga. On March 7, 2013 at around 9:00 a.m. while Vergara was on duty, another CDM employee named Hipolito Fernandez (Fernandez) arrived and had an argument with him. In the course of the argument, Vergara allegedly pointed a shotgun to Fernandez.^[3]

On March 8, 2013, CDM's Operations Officer caused the personal service of a Memorandum of Disciplinary Action (Memorandum)^[4] upon Vergara, relieving him of his post at the bank and advising him to report to CDM's office. Vergara allegedly refused to receive the Memorandum.^[5]

On March 13, 2013, Vergara filed a Complaint^[6] for illegal dismissal, non-remittance of Social Security System (SSS) contributions and loan payments, and money claims for labor standards benefits against CDM and its corporate officer Vilma Pablo (collectively, respondents). According to Vergara, when he went to CDM's office on March 8, 2013, he was asked to make a written explanation and to disclose therein the gun-pointing incident. Vergara submitted his explanation but refused to admit to aiming a shotgun at Fernandez, because no such incident occurred. He alleged that because of such refusal, CDM's operations manager verbally terminated him from work.^[7]

In a preliminary conference held on April 11, 2013, the parties decided to settle their dispute amicably. As full settlement of his claims, Vergara received the amount of P11,000.00 from the respondents and he was furnished with copies of certificates of his SSS loan contributions and payments. Respondents also committed not to file any case against him regarding the incident with Fernandez. It was also agreed upon that Vergara's ATM card will be returned to him.^[8] Vergara then signed a

Quitclaim and Release with Motion to Dismiss^[9] before the Labor Arbiter (LA).

On June 5, 2013, another conference was held by the LA to verify the parties' compliance with their agreement.^[10] Vergara manifested that the respondents failed to comply with some of his tenus such as, returning his ATM card and remitting his loan payments to the Social Security System (SSS).^[11] The parties were then directed to submit their respective position papers.

For their part, the respondents maintained that Vergara was merely relieved from his post at the bank but not terminated from CDM. He was even asked to report to their main office.^[12] They also alleged that they remitted the contributions and loan payments to SSS as evidenced by the receipt numbers provided in their Certification.^[13] Moreover, the respondents submitted an Affidavit^[14] executed by Fernandez, stating that Vergara's ATM card was with him.

RULING OF THE LA

On September 8, 2014, the LA found that Vergara was illegally dismissed from employment. The dispositive portion of its Decision^[15] reads:

WHEREFORE, consistent with the foregoing, [Vergara's] dismissal is hereby declared ILLEGAL and respondents are ordered to reinstate [Vergara] to his former or equivalent position without loss of seniority rights[,] privileges and benefits attached to his position.

Under paragraph 2, Section 19, Rule V of the 2011 NLRC Rules of Procedure, as amended, the reinstatement aspect of [this] Decision is immediately executory and the respondents are directed to submit a written report of compliance within ten (10) calendar days from receipt of the copy of this Decision.

Further, both the respondents are jointly and severally liable to pay [the] complainant the following:

1. HIS BACKWAGES from March 8, 2013 up to the promulgation of this decision (September 8, 2014), in the amount of ONE HUNDRED SEVENTY FOUR THOUSAND TWO HUNDRED TWENTY PESOS ([P]174,220.00)
2. 10% ATTORNEY'S FEES in the amount of SEVENTEEN THOUSAND FOUR HUNDRED TWENTY TWO PESOS ([P]17,422.00); AND
3. All other monetary claims, as well as his claims for damages are hereby dismissed with prejudice for lack of merit.

SO ORDERED.^[16]

RULING OF THE NLRC

On appeal, the NLRC reversed the LA, and dismissed the complaint for lack of merit. The decretal portion of its Decision^[17] dated December 29, 2014 provides:

WHEREFORE, the instant appeal is hereby GRANTED. The decision of Acting Executive Labor Arbiter Mariano L. Bactin dated 08 September 2014 is hereby REVERSED and SET ASIDE and a new one entered dismissing the complaint for lack of merit.

SO ORDERED.^[18]

Vergara's motion for reconsideration was denied by the NLRC through a Resolution^[19] dated February 24, 2015.

RULING OF THE CA

On March 31, 2016, the CA rendered its Decision, the *fallo* of which states:

WHEREFORE, premises considered, the instant Petition for *Certiorari* is DENIED. The Decision dated 29 December 2014 and Resolution dated 24 February 2015 of the National Labor Relations Commission (NLRC) in NLRC LAC No. 10-002552-14 [NLRC Case No. RAB III-03-19874-13] are AFFIRMED.

SO ORDERED.^[20]

The CA ruled that the NLRC rightly upheld the Quitclaim and Release executed by Vergara since: first, Vergara acknowledged that he fully understood the consequences and imports of signing the quitclaim; second, the settlement pay of eleven thousand pesos appears to be credible and reasonable; and third, there is no showing that Vergara was defrauded or forced into signing the quitclaim.^[21]

The CA also noted that Vergara failed to prove that he was dismissed from work because there was no evidence of the same, other than his allegation of having been verbally terminated.^[22]

The CA denied Vergara's motion for reconsideration through the Resolution^[23] dated July 7, 2016.

ISSUES:

I. WHETHER THE [CA] GRAVELY ERRED IN AFFIRMING THAT VERGARA WAS NOT ILLEGALLY DISMISSED FROM EMPLOYMENT

II. WHETHER THE [CA] GRAVELY ERRED WHEN IT UPHELD THE VALIDITY OF THE QUITCLAIM/ WAIVER^[24]

RULING OF THE COURT

The appeal lacks merit.

As the CA correctly determined, the Quitclaim and Release signed by Vergara is valid and binding upon him. It is well to mention he does not dispute the authenticity and due execution thereof. Further, the Quitclaim was subscribed and sworn before Executive LA Mariano L. Bactin. In the absence of any allegation or proof that Vergara was coerced into executing the quitclaim, its validity and binding effect