

THIRD DIVISION

[G.R. No. 200580, February 11, 2015]

MARIAN B. NAVARETTE, PETITIONER, VS. MANILA INTERNATIONAL FREIGHT FORWARDERS, INC./MIFFI LOGISTICS COMPANY, INC., MR. HARADA, AND MBI MILLENNIUM EXPERTS, INC., RESPONDENTS.

DECISION

VELASCO JR., J.:

The Case

Before Us is a Petition for Review on Certiorari under Rule 45 of the Rules of Court assailing the October 4, 2011 Decision of the Court of Appeals (CA), as effectively reiterated in its January 30, 2012 Resolution, in CA-G.R. SP No. 112102, entitled *Manila International Freight Forwarders, Inc./MIFFI Logistics Company, Inc. v. National Labor Relations Commission and Marian B. Navarette*. The CA issuances reversed and set aside the February 27, 2009 Decision and October 19, 2009 Resolution of the National Labor Relations Commission (NLRC) and reinstated the May 24, 2004 Decision of the Labor Arbiter which dismissed the complaint for illegal dismissal.

The Facts

Respondents Manila International Freight Forwarders, Inc. (MIFFI) and MIFFI Logistics Company, Inc. (MCLI) are corporations engaged in the business of freight and cargo forwarding, hauling, carrying, handling, distributing, loading and unloading of general cargoes and all classes of goods, wares and merchandise.

MIFFI had, during the period material, entered into a contract with MBI Millennium Experts, Inc. (MBI) for the provision of production workers and technical personnel for MIFFI's projects or temporary needs, including the assignment of employees to temporarily replace those in the Packaging Department who are on maternity leave. To be able to address the immediate concerns of the employees detailed to the aforesaid department, MBI assigned a supervisor/coordinator, Ma. Glynnis Quindo (Quindo), to MIFFI.

On January 15, 2002, MBI hired petitioner Marian Navarette (Navarette) and, on the same day, assigned her as a temporary project employee to MIFFI's Packaging Department. There, for a fixed period of three (3) months, or until April of 2002, she worked amongst MIFFI's regular employees who performed the same tasks as hers. She also used MIFFI's equipment and was supervised by Gidey Fajiculay and Sonny Porto, both employees of MIFFI.

A second contract was later concluded between Navarette and MBI, under which she

was to serve as MIFFI's warehouse staff from April 16, 2002 to October 1, 2002. Another contract effective March 1, 2003 until August 1, 2003 resulted in Navarette being transferred to respondent MLCI - MIFFI's subsidiary.

On July 29, 2003, Navarette, joined by other employees, filed a complaint for inspection against MIFFI, MLCI, MBI and a certain PAMS with the Department of Labor and Employment (DOLE) Regional Arbitration Branch IV. Following an inspection of respondents' premises on August 5, 2003, certain violations of labor laws were uncovered, including labor-only contracting by MBI. Several hearings were had and eventually, the parties decided to submit an agreement to be signed by all concerned and to be approved by DOLE officials.

Pursuant to said covenant, MBI called a meeting where Navarette and her co-workers were handed and asked to sign a document entitled "Minutes of the Hearing/Agreement, [DOLE], Region IV." Navarette found the contents of the document to be erroneous since it stated that the parties had already come to an agreement on the issues and conditions when, in fact, no such agreement was made. This angered Navarette, causing her to throw the document and to say, "*Hindi ito ang pinag-usapan natin sa DOLE! Niloloko niyo long kami.*" Her actuations, to MBI, constituted serious misconduct, for which a show cause memorandum was issued directing her to explain herself. Dissatisfied with her explanation—that her actuations were so because the Minutes did not reflect the truth—MBI issued another memorandum which Navarette, upon perusal, tore and threw away.

After issuing several memoranda setting conferences on the matter to which Navarette could not attend because of her work schedule, MBI finally terminated Navarette's employment on October 6, 2003.^[1] On October 23, 2003, Navarette filed a complaint for illegal dismissal before the NLRC against MBI, MIFFI and MCLI, docketed as NLRC-NCR Case No. 00-10-11705-03.

In a Decision dated May 24, 2004, Labor Arbiter Dolores M. Peralta-Beley dismissed the complaint on the finding that Navarette's acts complained of constituted serious misconduct, a valid cause for dismissal. Too, MBI, being a legitimate job contractor, is Navarette's employer, not MIFFI or MCLI. The *falla* of the Decision reads:

In the light of the foregoing, the complaint for illegal dismissal must be dismissed for want of factual and legal basis. Necessarily, the claim for back wages must likewise be dismissed as it is granted only to illegally dismissed employees by way of relief.

x x x x

WHEREFORE, premises considered, judgment is hereby rendered dismissing the instant complaint for lack of merit.

SO ORDERED.^[2]

On appeal,^[3] the NLRC reversed the Decision of the Labor Arbiter and ordered Navarette's reinstatement with backwages and other benefits. To the commission, MBI is a labor-only contractor, thus making MIFFI and MCLI Navarette's employer. The NLRC disposed of the case in this wise:

WHEREFORE, premises considered, the appeal is **GRANTED**. The Decision of the Labor Arbiter dated May 24, 2004 is **REVERSED** and **SET ASIDE**, and a **NEW ONE** rendered finding respondent MBI as a labor-only contractor. Consequently, respondents MIFFI/MCLI are declared to be complainant's employer, and accordingly respondents MIFFI/MCLI are ordered to:

1. Reinstate complainant to her former position or equivalent position without loss of seniority rights;
2. Pay complainant her full backwages computed from the time she was illegally dismissed up to the finality of this Decision; and
3. Pay complainant attorney's fees in an amount equivalent to ten (10%) of the total monetary award.

Complainant's monetary award is provisionally computed as follows:

Backwages

1.) Basic Salary

10/6/03-
6/15/05
250x26x20.30 131,950.00
6/16/05-
7/10/06
275x26x12.83 91,734.50
7/11/06-
8/27/07
300x26x13.57 105,846.00
8/28/07-
6/13/08
362x26x9.53 89,696.36
6/14/08-
8/27/08
377x26x2.47 24,210.94
8/28/08-
2/3/09
382x26x5.17 51,348.44 494,786.24

2.) 13th mo pay

494,786.24/12 41,232.19

3.) SILP

250x5/12x20.30 2,114.58
275x5/12x12.83 1,470.10
300x5/12x13.57 1,696.25
362x5/12x9.53 1,437.44
377x5/12x2.47 387.99
382x5/12x5.17 822.89 7,929.25

4.) COLA

10/6/03-			
7/9/04			
50x26x9.10	11,830.00		
7/10/04-			
8/27/07			
50x26x37.60	48,880.00		
6/14/08-			
8/27/08			
5x26x24.7	<u>321.10</u>	<u>61,031.10</u>	604,978.78
Attorney's			<u>60,497.88</u>
fee 10%			
Total Award			<u>P665,476.66</u> ^[4]

Aggrieved, respondents moved for reconsideration, alleging that Navarette is not their employee, MBI being a legitimate job contractor, as held by the NLRC in the related case of *Manlangit v. MIFFI and/or MCLI and MBI*.^[5] The NLRC, however, in its October 19, 2009 Resolution, found no merit therein and sustained its earlier Decision.

Respondents, thus, sought a review of the NLRC Decision and Resolution before the CA via a Petition for Certiorari under Rule 65 of the Rules of Court. Before the CA could dispose of said petition, the Court, on August 31, 2011, in *Manlangit, et al. v. MIFFI, et al.*,^[6] issued a Resolution where it dismissed the *Manlangit* petition and upheld the ruling of the CA that MBI's contract with MIFF1/MCL1, respondents in said case as well as in the case at bar, was one of legitimate job contracting, contrary to the assertions of therein petitioners.

Eventually, the CA, in the present case, ordered the reversal of the NLRC Decision and the reinstatement of the Labor Arbiter's ruling. The dispositive portion of the appellate court's Decision is hereunder quoted:

WHEREFORE, the petition is **GRANTED**. The Decision dated February 27, 2009 and Resolution dated October 19, 2009 of the [NLRC] are **REVERSED** and **SET ASIDE**. The Decision of the Labor Arbiter dated May 24, 2004, which dismissed the complaint for lack of merit is **REINSTATED**.

SO ORDERED.^[7]

Petitioner's motion for reconsideration was also denied.

The Issues

Petitioner presently seeks a review of the CA Decision on the following grounds:

The Honorable [CA] misapplied the law and misapprehended the facts in ruling that there is absence of employer-employee relationship between the petitioner and the respondent [MIFFI].

The Hon. [CA] misapplied the law in ruling that petitioner is not entitled to the reliefs prayed for.