



Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

LORENZO D. CAMBILA, JR.
and ALBAJAR S. SAMAD,

G.R. No. 261716

Present:

Petitioners,

CAGUIOA, J., Chairperson,
INTING,
GAERLAN,
DIMAAMPAO, and
SINGH, JJ.

- versus -

SEABREN SECURITY
AGENCY and ELIZABETH S.
DUREZA,

Promulgated:

October 21, 2024

Mis DCBatt

Respondents.

X-----X

DECISION

INTING, J.:

Before the Court is a Petition for Review on *Certiorari*¹ assailing the Decision² dated February 24, 2021, and the Resolution³ dated April 12, 2022, of the Court of Appeals (CA) in CA-G.R. SP No. 09634-MIN which deleted the award of overtime pay in favor of Lorenzo D. Cambila, Jr. (Cambila) and Albajar S. Samad (Samad) (collectively, petitioners) for lack of factual and legal basis.

¹ *Rollo*, pp. 6–13.

² *Id.* at 19–30. Penned by Associate Justice Oscar V. Badelles and concurred in by Associate Justices Loida S. Posadas-Kahulugan and Anisah B. Amanodin-Umpa of the Special Twenty-Third Division, Court of Appeals, Cagayan de Oro City.

³ *Id.* at 32–34. Penned by Associate Justice Oscar V. Badelles and concurred in by Associate Justices Loida S. Posadas-Kahulugan and Anisah B. Amanodin-Umpa of the Former Special Twenty-Third Division, Court of Appeals, Cagayan de Oro City.

The Antecedents

On the one hand, respondent Seabren Security Agency (Seabren) is a watchman agency which provides security services to its clients, with respondent Elizabeth S. Dureza (Dureza) as its President. On the other hand, Ecoland 4000 Residences (Ecoland) is a non-stock non-profit association of condominium unit owners located at Eco-West Drive, Ecoland, Davao City.⁴

The case stemmed from the consolidated complaints for constructive dismissal and money claims filed by petitioners and two other security guards (collectively, security guards) against Seabren, Dureza, and Ecoland.

Seabren hired Cambila and Samad as security guards on April 8, 2008, and June 12, 2013, respectively, and assigned them at Ecoland on the following periods, until they were allegedly terminated from work:⁵

Name:	Period posted at Ecoland
Cambila	- November 28, 2011 to January 31, 2018
Samad	- December 10, 2013 to February 10, 2014 ⁶ - July 12, 2014 to January 31, 2018

The security guards alleged that during their assignment at Ecoland, Seabren obliged them to render a 12-hour duty from 7:00 a.m. to 7:00 p.m. without any rest day for a daily wage of PHP 300.37⁷ (PHP 300.06 for Cambila).⁸ According to the security guards, Seabren did not pay them overtime pay, holiday pay, rest day pay, and 13th month pay. On top of that, Seabren deducted an amount ranging from PHP 200.00 to PHP 400.00 from their salary supposedly for their 13th month pay.⁹

Sometime in November 2017, the security guards complained to Seabren's management and asked for an increase in their salary in accordance with the minimum wage set by the Regional Tripartite Wages and Productivity Board, but their requests were ignored. Instead, Seabren informed the security guards that they were relieved from their post at Ecoland, but they would be transferred to another post with the same pay.¹⁰

⁴ *Id.* at 63 and 79, respectively.

⁵ *Id.* at 20–21, 63 and 83–84, respectively.

⁶ *Id.* at 20–21. Samad was assigned to Ecoland as a reliever from December 10, 2013 until February 10, 2014.

⁷ *Id.*

⁸ *Id.* at 20.

⁹ *Id.* at 64.

¹⁰ *Id.*

Consequently, Cambila and Samad were constrained to resign on January 31, 2018¹¹ and February 1, 2018,¹² respectively.

For their part, Seabren maintained that petitioners were not terminated. Instead, they resigned from work.¹³

Anent the claim for overtime pay, Seabren explained that the security guards worked on a broken period which took effect in July 2009 when the contract for security services with Ecoland began. Seabren, through its Operation Manager, Melvin B. Magsayo (Magsayo), issued a Memorandum to the security guards which indicated detailed instructions about their shift.¹⁴ In particular, the time schedule of the security guards are as follows: a) the duty of the first and second guard on day shift starts at 7:00 a.m. to 11:00 a.m. and resumes at 3:00 p.m. to 7:00 p.m. The four-hour period in between is their break time; b) the schedule of the third guard on day shift begins at 11:00 a.m. to 3:00 p.m., and starts again at 7:00 to 11:00 p.m. The period from 3:00 p.m. to 7:00 p.m. is the break time;¹⁵ c) the fourth guard on night shift starts his post at 7:00 p.m. to 11:00 p.m. and resumes duty at 3:00 a.m. to 7:00 a.m. The period from 11:00 p.m. to 3:00 a.m. is the break time; and d) the duty of the fifth guard on night shift is at 3:00 p.m. to 7:00 p.m. and resumes at 11:00 p.m. to 3:00 a.m.¹⁶

Seabren averred that based on the above Duty Detail Order (DDO), the security guards only rendered eight hours of work under a set-up of broken periods,¹⁷ and during their four-hour break, they may choose to go out of the establishment.¹⁸ Seabren however admitted that “it has been the long-time practice of the security guards that during the break time, they do not already go out of the establishment to take their break. They just wait until the resumption of their respective duty time schedule.”¹⁹

The Ruling of the LA

On November 29, 2018, the Labor Arbiter (LA) rendered a Decision²⁰ declaring that the security guards were not illegally dismissed. Nonetheless,

¹¹ *Id.* at 20 and 82, respectively.

¹² *Id.* at 21 and 83, respectively.

¹³ *Id.* at 22.

¹⁴ *Id.* at 86–87, respectively.

¹⁵ *Id.* at 86.

¹⁶ *Id.* at 86–87 and 292, respectively.

¹⁷ *Id.* at 22 and 292, respectively.

¹⁸ *Id.* at 86.

¹⁹ *Id.* at 293.

²⁰ *Id.* at 79–94. Penned by Labor Arbiter Joseph Martin R. Castillo.

the LA declared Seabren and Ecoland solidarily liable to pay the money claims of petitioners and of the other security guards, computed as follows:²¹

Per computation, copy of which is attached for reference, complainants' awards are as follows:

1.	LORENZO D. CAMBILA JR.		
	a) Salary Differential	PHP	23,823.59
	b) Overtime Pay		190,332.35
	c) 13 th Month Pay		<u>25,377.65</u>
	TOTAL -	PHP	<u>239,533.59</u>
2.	ALJABAR S. SAMAD		
	a) Salary Differential	PHP	23,823.59
	b) Overtime Pay		190,332.35
	c) 13 th Month Pay		<u>25,377.65</u>
	TOTAL -	PHP	<u>239,533.59</u>
3.	DANIEL M. GONZALES		
	a) Salary Differential	PHP	23,823.59
	b) Overtime Pay		190,332.35
	c) 13 th Month Pay		<u>25,377.65</u>
	TOTAL -	PHP	<u>239,533.59</u>
4.	AUGUSTINE Q. AWA		
	a) Salary Differential	PHP	23,793.33
	b) Overtime Pay		189,977.45
	c) 13 th Month Pay		<u>25,330.33</u>
	TOTAL -	PHP	<u>239,101.11.</u>
	GRAND TOTAL -	PHP	<u>957,701.88</u>

WHEREFORE, premises considered, judgment is hereby rendered ordering the respondents SEABREN SECURITY AGENCY and ECOLAND 4000 RESIDENCES, to jointly and severally pay the complainants LORENZO D. CAMBILA JR., ALJABAR S. SAMAD, DANIEL M. GONZALES and AUGUSTINE Q. AWA the aggregate amount of NINE HUNDRED FIFTY SEVEN THOUSAND SEVEN HUNDRED ONE and 88/100 (P957,701.88) representing their unpaid overtime pay, salary differential and 13th month pay.

All other claims are DENIED for lack of merit.

SO ORDERED.²² (Emphasis omitted)

In so ruling, the LA found that the four-hour work break under the security guard's DDO was violative of Book 3, Rule 1, Section 4(d)²³ of

²¹ *Id.* at 92-94.
²² *Id.* at 93-94.
²³ Sec. 4. *Principles in determining hours worked.* — . . .

the Implementing Rules of the Labor Code and considered it as a compensable working time, being too short to be effectively used for the interest of the employee. Moreover, the LA observed that contrary to the DDO, the security guards' Daily Time Records (DTR) showed a continuous period of twelve-hour work without any interruption.²⁴

Aggrieved, Seabren and Ecoland filed separate appeals before the National Labor Relations Commission (NLRC).²⁵

The Ruling of the NLRC

In the Decision²⁶ dated March 29, 2019, the NLRC affirmed the ruling of the LA with modification in that Ecoland should only be held solidarily liable with Seabren to the extent of the work performed under their service contract, viz.:²⁷

. . . Ecoland 4000 is only considered indirect employer of complainants during the time they were assigned to work for it and excludes the time when they were assigned in other clients of Seabren . . . However, considering the lack of complete evidence in the record as to the exact date complainants were assigned at Ecoland 4000, correct amount of the awarded benefits to which Ecoland 4000 is solidarily liable with Seabren is subject to recomputation by the Regional Arbitration Branch of Origin during the execution proceedings.

WHEREFORE, foregoing premises considered, the instant Appeal of respondent Seabren Security Agency is hereby DISMISSED for lack of merit, while that of respondent Ecoland 4000 Residences is PARTLY GRANTED. Accordingly, the appealed Decision is AFFIRMED subject to the qualification stated above.

SO ORDERED.²⁸ (Emphasis omitted)

The NLRC found that there was really no need for the broken period arrangement because Seabren itself admitted that the security guards did not leave their post during the alleged break period. Thus, the NLRC concluded

(d) The time during which an employee is inactive by reason of interruptions in his work beyond his control shall be considered working time either if the imminence of the resumption of work requires the employee's presence at the place of work or if the interval is too brief to be utilized effectively and gainfully in the employee's own interest.

²⁴ *Rollo*, p. 93.

²⁵ *Id.* at 95–96.

²⁶ *Id.* at 62–70. Penned by Presiding Commissioner Bario-Rod M. Talon and concurred in by Commissioners Elbert C. Restauero and Rosario L. Bernardo-Sagadal.

²⁷ *Id.* at 68–69.

²⁸ *Id.* at 69.

that Seabren only resorted to such scheme to avoid paying overtime pay to the security guards.²⁹

In its belatedly filed Motion for Reconsideration,³⁰ Seabren alleged that it paid the security guards' 13th-month pay in two split dates, but it failed to support it with any piece of evidence. Hence, on August 19, 2019, the NLRC resolved to deny Seabren's motion for reconsideration for lack of merit.³¹

Undaunted, Seabren and Dureza filed a Petition for *Certiorari* before the CA.³²

The Ruling of the CA

In the assailed Decision³³ dated February 24, 2021, the CA partially granted the petition and deleted the award of overtime pay. It ratiocinated that the DTRs presented by petitioners did not bear the signature of their timekeeper nor any of Seabren's representatives, hence it ruled that the DTRs had no probative value.³⁴ The dispositive portion of the assailed decision reads:

WHEREFORE, premises considered, Seabren Security Agency and Elizabeth S. Dureza's petition is PARTIALLY GRANTED. The award of overtime pay is hereby DELETED for lack of factual and legal basis. The award of salary differential, where it is applicable, as well as the 13th month pay is hereby REMANDED to the Labor Arbiter for recomputation. Further, the Labor Arbiter is DIRECTED to compute the same showing in detail how the figures were arrived at and the same shall be done WITH DISPATCH.

....

SO ORDERED.³⁵

Aggrieved, petitioners filed a Motion for Partial Reconsideration.³⁶

²⁹ *Id.* at 67.

³⁰ *Id.* at 237–261.

³¹ *Id.* at 72–74.

³² *Id.* at 48–61.

³³ *Id.* at 19–30.

³⁴ *Id.* at 25.

³⁵ *Id.* at 30.

³⁶ *Id.* at 35–38.

In turn, Seabren filed a Manifestation stating that on August 12, 2021, the other security guards filed their respective waiver, release, and quitclaim in favor of Seabren and settled their dispute.³⁷

In the assailed Resolution,³⁸ the CA noted Seabren's Manifestation and denied the motion for reconsideration filed by petitioners.

Hence, petitioners elevated the case before the Court.

Petitioners assert that the DTRs were signed by the manager of Ecoland,³⁹ Evelyn M. Adtoon (Adtoon), hence, the award of overtime pay to them should be reinstated.⁴⁰

In their Comment,⁴¹ Seabren and Dureza (respondents) contend that the petition should be dismissed outright for raising a factual matter. As to the signature of Adtoon in the DTRs, respondents stressed that Adtoon is not their employee but that of Ecoland; that as the DTRs did not contain the signature of Seabren's representative, such have no probative value.

The Issue

Whether the CA erred in deleting the award of overtime pay in favor of petitioners. Subsumed under the main issue is whether the DTRs signed by Adtoon, the manager of Ecoland, and submitted by petitioners may be considered to prove petitioners' overtime work.

The Ruling of the Court

The petition is meritorious.

*"It is an established rule that only questions of law may be raised in a petition for review on certiorari under Rule 45 of the Rules. The basic principle is set forth in the rule itself."*⁴² In *Aquino v. Aquino*,⁴³ the Court explained the difference between an issue which presents a question of law

³⁷ *Id.* at 33.

³⁸ *Id.* at 32–34.

³⁹ *Id.* at 9.

⁴⁰ *Id.* at 11.

⁴¹ *Id.* at 493–497.

⁴² *Coca-Cola Femsa Philippines, Inc. v. Congress of Independent Organization-Iloilo Coca-Cola Sales Force Union, Panay Chapter*, G.R. No. 240493, June 19, 2019 [Notice].

⁴³ 918-A Phil. 371 (2021).

and a question of fact, *viz.*:

There is a “question of law” when the doubt or difference arises as to what the law is on a certain state of facts, and which does not call for an examination of the probative value of the evidence presented by the parties-litigants. On the other hand, there is a “question of fact” when the doubt or controversy arises as to the truth or falsity of the alleged facts. Simply put, when there is no dispute as to fact, the question of whether or not the conclusion drawn therefrom is correct, is a question of law.⁴⁴

In the case, it is undisputed that the DTRs submitted by petitioners were signed by Adtoon, the manager of Ecoland. Thus, the issue put forth by petitioners, i.e., whether such DTRs may be considered to prove that they rendered overtime work, is a question of law and a proper subject of the instant petition.

In determining the employee’s entitlement to monetary claims, jurisprudence dictates that the burden of proof shifts from the employer or the employee, depending on the monetary claim sought. For claims for payment of 13th-month pay, salary differentials, and holiday pay, among others, the burden of proof falls upon the employer considering that the records pertinent to such claims are usually in the employer’s control and custody. While in claims for overtime pay and premium pay for holidays and rest days, the burden of proof falls upon the employee since these monetary claims are not incurred in the normal course of business. Thus, to be entitled to overtime pay, it is incumbent upon petitioners to first prove that they rendered service above the regular eight working hours a day.⁴⁵

In claiming that they rendered overtime work but were not paid for it, petitioners presented the DTRs to show that they performed work in excess of the regular eight hours a day. On the one hand, the LA and the NLRC gave credence to the DTRs and found that petitioners were entitled to overtime pay. On the other hand, the CA considered the DTRs as self-serving evidence solely because they “*did not bear the signature of their timekeeper [or] any of Seabren’s representatives.*”⁴⁶ Instead, the DTRs contained the countersignature of Ecoland’s manager Adtoon, who certified that petitioners rendered 12 hours of continuous work per day.

For instance, the pertinent portion of Cambila’s DTR reads:⁴⁷

⁴⁴ *Id.* at 461.

⁴⁵ *Zonio v. 1st Quantum Leap Security Agency, Inc.*, 902 Phil. 109, 115–116 (2021).

⁴⁶ *Rollo*, p. 25.

⁴⁷ *Id.* at 39.



REGULAR TIME					
DATE	AM		PM		TOTAL
	IN	OUT	IN	OUT	
16	0700H			1900H	
....					
31	0700H			1900H	
Total number of days 16					192 HOURS

I hereby certify that the entries on this time record are true and correct.

(SIGNED)
Employee Signature: LORENZO D. CAMBILA JR.

(SIGNED)
Client Signature: EVELYN M. ADTOON.⁴⁸

While Adtoon is not a representative of Seabren, it is undisputed that Ecoland is Seabren’s client and petitioners were assigned by Seabren to guard the premises of Ecoland. It was Ecoland, through its manager, Adtoon, who was logically in the best position to monitor, authenticate, and/or countersign the petitioners’ DTRs. Thus, the LA and NLRC correctly considered the DTRs which showed that petitioners worked continuously from “07:00 to 19:00” without any interruption.⁴⁹

Moreover, the entries made in the DTRs constitute *prima facie* evidence that petitioners rendered overtime work. *Prima facie evidence* is such evidence as, in the judgment of the law, is sufficient to establish a given fact, or the group, or chain of facts constituting the party’s claim or defense, and which if not rebutted or contradicted, will remain sufficient.⁵⁰

It bears stressing that respondents did not rebut the DDO⁵¹ which Magsayo, the operations manager, and Dureza signed showing “7am-7pm” or “7pm-7am” as the time shift of petitioners.⁵² The pertinent portions of the DDO states:

....

4. The following security guards (SG’s) are hereby assigned to render post security service duties in place/s indicated and are hereby issued agency/company owned firearms (FAs):

⁴⁸ *Id.*

⁴⁹ *Id.* at 39–40, and 93, respectively.

⁵⁰ *Zonio v. 1st Quantum Leap Security Agency, Inc.*, *supra* note 45, at 117.

⁵¹ *Rollo*, pp. 41–47.

⁵² *Id.* at 67–68.



NAME OF GUARDS	DESIGNATION	PLACE OF GUARD DUTY	TIME OF SHIFT	..
SG, CAMBILA, LD	Duty Guard	ECOLAND 4000 RESI- DENCES, Eco-West Drive,	<u>7pm-</u> <u>7am</u>	..
SG, GONZALES, DM	Duty Guard	Matina, Davao City -do-	<u>7pm-</u> <u>7am</u>	..
SG, AWA, AQ	Duty Guard	-do-	<u>7am-</u> <u>7pm</u>	..
SG, SAMAD, AS	Duty Guard	-do-	<u>7am-</u> <u>7pm</u>	..
SG, AGTON JR, NE	Duty Guard	-do-	<u>7am-</u> <u>7pm</u>	..

....

6. For strict compliance.

(signed)
SO. MELVIN B. MAGSAYO
Operations Manager

(signed)
SO. ELIZABETH. S. DUREZA
Authorized Bonded Firearms Custodian⁵³

Furthermore, Seabren, in its Position Paper, even admitted that the security guards do not leave the premises of Ecoland during the alleged four-hour work break.⁵⁴ The Omnibus Rules Implementing the Labor Code is clear that “the time during which an employee is inactive by reason of interruptions in his work beyond his control shall be considered working time . . . if the interval is too brief to be utilized effectively and gainfully in the employee’s own interest.”⁵⁵ It was simply impractical, inconvenient, and uneconomical for the security guards, who are minimum wage earners, to report to work, go home and/or leave Ecoland’s premises, only to report back within the same day. Thus, the Court agrees with the NLRC that the broken period scheme employed by Seabren was made to circumvent our labor laws and avoid paying petitioners their overtime pay.

⁵³ *Id.* at 41–47.
⁵⁴ *Id.* at 293.
⁵⁵ OMNIBUS RULES IMPLEMENTING THE LABOR CODE (1974), Book III, Rule 1, sec. 4(4).

In *Lepanto Consolidated Mining Co. v. Mamaril*,⁵⁶ citing *Damasco v. NLRC*,⁵⁷ an employer's formal admission that its employees worked beyond eight hours should entitle the employee to overtime compensation – without need of further proof.⁵⁸

Verily, the CA gravely erred in deleting the award of overtime pay to petitioners on the pretext that the claim has no factual basis.

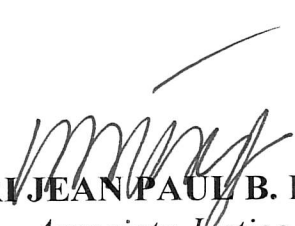
Time and again, the rule is that “any doubt arising from the evaluation of evidence as between the employer and the employee must be resolved in favor of the latter.”⁵⁹ Had Seabren truly intended that petitioners should work only eight hours a day, then it would not have resorted to such an iniquitous scheme.

WHEREFORE, the Petition for Review on *Certiorari* is **GRANTED**. The Decision dated February 24, 2021, and Resolution dated April 12, 2022, of the Court of Appeals in CA-G.R. SP No. 09634-MIN are **REVERSED** and **SET ASIDE**. The Decision dated March 29, 2019, and the Resolution dated August 19, 2019, of the National Labor Relations Commission in NLRC No. MAC-01-015805-2019 are **REINSTATED**.

The case is **REFERRED** to the Labor Arbiter for the computation of petitioners' monetary award in accordance with the Court's ruling.

The total monetary award computed shall earn legal interest of 6% per annum from the date of the finality of this Decision until full payment.

SO ORDERED.”


HENRI JEAN PAUL B. INTING
Associate Justice

⁵⁶ 845 Phil. 818 (2019).

⁵⁷ 400 Phil. 568 (2000).

⁵⁸ *Id.* at 586.

⁵⁹ *Lepanto Consolidated Mining Co. v. Mamaril*, *supra* at 836.

WE CONCUR:



ALFREDO BENJAMIN S. CAGUIOA
Associate Justice



SAMUEL H. GAERLAN
Associate Justice



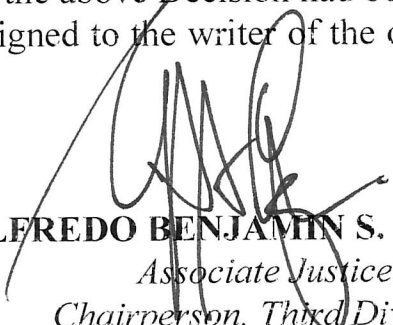
JAPAR B. DIMAAMPAO
Associate Justice



MARIA FILOMENA D. SINGH
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 Article VIII, Section 13 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

