



Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

COOGEE INTERNATIONAL INC.,
Petitioner,

- versus -

DAVE B. MANINGO, JUSTINO E.
PEREZ, ANTONINO G.
QUIRANTE, CHRISTOPHER
BRYAN R. MARTE, MIKE G.
QUIRANTE, AND MARK KEMUEL
B. HERNANDEZ,

Respondents.

G.R. No. 264881

Present:

CAGUIOA, *Acting CJ*,
Chairperson,
INTING,
GAERLAN,
DIMAAMPAO, and
SINGH,* *JJ*.

Promulgated:

JUL 16 2025

Michael B. H.

X-----X

DECISION

GAERLAN, J.:

Before the Court is a Petition for Review on *Certiorari*¹ assailing the Decision² dated August 10, 2022 and the Resolution³ dated December 12, 2022 of the Court of Appeals (CA) in CA-G.R. SP No. 167930. The CA modified the Decision⁴ dated July 30, 2020 and Resolution⁵ dated October 30, 2020 of the National Labor Relations Commission (NLRC). It declared that Dave B. Maningo, Justino E. Perez, Antonino G. Quirante, Christopher Bryan R. Marte, Mike G. Quirante, and Mark Kemuel B. Hernandez (Manning et al.) were illegally dismissed from employment.

* On leave.

¹ With Prayer for Issuance of Temporary Restraining Order And/Or Writ of Preliminary Injunction, *rollo*, pp. 13–35, Petition for Review.

² *Id.* at 44–56. Penned by Associate Justice Tita Marilyn B. Payoyo-Villordon, and concurred in by Associate Justices Myra V. Garcia-Fernandez and Rex Bernardo L. Pascual of the Eleventh Division, Court of Appeals, Manila.

³ *Id.* at 57–62, CA Resolution.

⁴ *Id.* at 245–261, NLRC Decision.

⁵ *Id.* at 268–271, NLRC Resolution.

The Antecedents

Petitioner Coogee International Incorporated (Coogee) is a domestic corporation engaged in the business of construction. It hired Maningo et al. to work for its Manila Bay Project Mall (Project Mall), viz.:⁶

Name	Position	Date of Start of Work	Date of Employment
Dave B. Maningo	Safety Crew	21 March 2017	17 March 2017
Justino E. Perez	Carpenter	23 January 2017	19 January 2017
Antonino G. Quirante	Safety Crew	29 September 2017	28 September 2017
Christopher Bryan R. Marte	Helper	15 August 2017	12 August 2017
Mika G. Quirante	Helper	24 June 2017	22 June 2017
Mark Kemuel B. Hernandez	Helper	28 July 2017	26 July 2017 ⁷

Maningo et al.’s Project Employment Contracts⁸ (PECs) uniformly stated that the duration of their employment shall be up to the project completion of “structural works.”⁹

On February 13, 2019, Maningo et al. each received a Notice of Project Completion,¹⁰ stating that their services with Coogee shall end effective February 20, 2019. On March 1, 2019, they filed a Complaint¹¹ for illegal dismissal, non-payment of salary/wages, non-payment of holiday pay, holiday premium, service incentive leave pay (SILP), separation pay, emergency cost of living allowance (ECOLA), moral and exemplary damages, and attorney’s fees against Coogee and its President Victorino Teodosio (Teodosio).

Maningo et al. alleged that they are regular employees of Coogee since they had been working for the latter for more than one year. They claimed that they were dismissed without just cause and without due process. They averred that they protested against the Notice of Project Completion because the Project Mall is still ongoing, and Coogee is still hiring employees.¹² They presented four accommodation letters¹³ showing that Coogee is continuously employing workers for the structural works of the Project Mall. Hence, they prayed for the payment of backwages and separation pay in lieu of

⁶ *Id.* at 45, CA Decision.
⁷ *Id.*
⁸ *Id.* at 100–111, Project Employment Contract.
⁹ *Id.* at 100.
¹⁰ *Id.* at 142–147, Notice of Project Completion.
¹¹ *Id.* at 124–126, Complaint.
¹² *Id.* at 129–132, Position Paper for the Complainants.
¹³ *Id.* at 192–195, Accommodation Letters.

✓

reinstatement, considering the strained relations between the parties due to the filing of the case. They also asked for the payment of SILP, holiday pay, 13th month pay, moral and exemplary damages, and attorney's fees.¹⁴

Coogee countered that Maningo et al. were validly terminated from employment upon completion of the structural works in the Project Mall. It argued that Maningo et al. were aware at the time of their hiring that the nature of their employment is project-based, as indicated in their PECs. It emphasized that it submitted the required Establishment Employment Report (EER) to the Department of Labor and Employment (DOLE) Muntaparlas Field office regarding the permanent termination of Maningo et al. immediately upon termination of the structural works in the Project Mall. On the matter of salary and benefits, Coogee denied Maningo et al.'s claim of non-payment of salaries, overtime pay, holiday pay, premium pay, SILP, 13th month pay, ECOLA, night shift differential, and separation pay for lack of basis. Likewise, Coogee maintained that it is not liable for damages and attorney's fees since it did not act in bad faith, and Maningo et al.'s services were validly terminated. Conversely, Coogee prayed that Maningo et al. be made liable for damages for filing an unfounded suit and for dragging Teodosio's name in the case.¹⁵

The Ruling of the Labor Arbiter

In its Decision dated September 25, 2019, the Labor Arbiter (LA) dismissed the complaint for illegal dismissal but ordered Coogee to pay Maningo et al. holiday and SILP, to wit:

WHEREFORE, premises considered, judgment is hereby rendered **DISMISSING** the complaint for illegal dismissal filed by the complainant[s]. However, respondent Coogee International Incorporated is ordered to pay complainants Holiday Pay and Service Incentive Leave Pay (SILP).

The computation of complainants' Holiday Pay and Service Incentive Leave Pay is reflected in the sheet attached herewith which forms an integral part of this Decision.

The other claims of complainants are DISMISSED for lack of merit.

SO ORDERED.¹⁶ (Emphasis in the original)

¹⁴ *Id.* at 132–134, Position Paper for the Complainants.

¹⁵ *Id.* at 81–93, Maningo et al.'s Position Paper.

¹⁶ *Id.* at 215. Penned by LA Andrew N. Baysa.

The LA held that Maningo et al. are project employees of Coogee as evidenced by their PECs and the presence of the indicators of project employment as laid down under Section 2.2. of Department Order (DO) No. 19, Series of 1993. The LA found that Maningo et al. were informed of their employment status as project employees at the time of their hiring. Maningo et al.'s PECs clearly stated that the duration of their employment is up to the completion of the structural works only. Coogee also complied with the reportorial requirement of DO No. 19.¹⁷

Subsequently, the LA granted Maningo et al.'s prayer for holiday pay and SILP for failure of Coogee to prove payment thereof. However, it denied the claim for 13th month pay since Maningo et al.'s payroll showed that Coogee had paid the same. Similarly, Maningo et al.'s claims for overtime pay and holiday premium as well as for attorney's fees were rejected for lack of factual basis.¹⁸

Maningo et al. filed a partial appeal with the NLRC.

The Ruling of the NLRC

In its Decision¹⁹ dated July 30, 2020, the NLRC partially granted the appeal and modified the LA's Decision in that Coogee is further ordered to pay Maningo et al. attorney's fees. The decretal portion of the NLRC Decision reads:

WHEREFORE, the Partial Appeal dated February 5, 2020 filed by complainants Dave Boniol Maningo, Justino Estenope Perez, Antonino Germo Quirante III, Christopher Bryan Rocero Marte, Mark Kemuel Barreno Hernandez, and Mike Germo Quirante is **PARTIALLY GRANTED**. The Decision dated September 25, 2019 rendered by Labor Arbiter Andrew N. Baysa is hereby **AFFIRMED WITH MODIFICATION**, in that Coogee International Incorporated is further **ORDERED TO PAY** complainants Nine Thousand One Hundred Forty-six Pesos and 64/100 ([PHP] 9,146.64) as attorney's fees.

All other dispositions not inconsistent herein stay.

SO ORDERED.²⁰ (Emphasis in the original)

The NLRC agreed with the LA that Coogee complied with all the requisites of project-based employment. It noted that the PECs of Maningo et

¹⁷ *Id.* at 210–213, LA Decision.

¹⁸ *Id.* at 213–215.

¹⁹ *Id.* at 245–261, NLRC Decision.

²⁰ *Id.* at 261.

al. mentioned in Filipino language that their employment would end at the same time that the structural works of the Project Mall would end. There was no indication that Maningo et al. were coerced, duped, or threatened into signing their contracts. The NLRC also held that Maningo et al. failed to refute Coogee's claim that the phase of the project (that is, structural works) for which they were specifically hired had been completed. Hence, Maningo et al. were not illegally dismissed.²¹

The NLRC did not give credence to the accommodation letters, which supposedly proved that the project for which Maningo et al. were hired had not yet been completed. It noted that while the letters showed that other persons were endorsed by Coogee for the structural works of the Project Mall, it was not proven that these persons were hired to replace Maningo et al. There was also no proof that the structural works for which Maningo et al. were hired were the same structural works that the persons subject of the accommodation letters were assigned to.²²

Anent Maningo et al.'s monetary claims, the NLRC ruled that Maningo et al. are entitled to 10% attorney's fees since they were forced to litigate to be paid their holiday pay and SILP. However, Maningo et al. failed to prove malice or bad faith on the part of Coogee, thus their prayer for moral and exemplary damages had no leg to stand on.

Maningo et al. filed a petition for *certiorari* before the CA.

The Ruling of the CA

In its assailed Decision, the CA partially granted Maningo et al.'s petition. It declared Maningo et al. illegally dismissed from employment, viz.:

ACCORDINGLY, the instant petition is **PARTIALLY GRANTED**. The Decision dated 30 July 2020 and the Resolution dated 30 October 2020 of the National Labor Relations Commission, Sixth Division, in NLRC LAC No. 03-000774-20 are **MODIFIED**, in that petitioners are declared illegally dismissed, and entitled to the following reliefs:

1. Reinstatement without loss of seniority rights, if the project is still on-going. Otherwise, they should be paid separation pay reckoned from their engagement for the structural works of the Manila Bay Project Mall, until the completion of the same, which the private respondents are not precluded from proving;

²¹ *Id.* at 256–258.

²² *Id.* at 259.

2. Backwages reckoned from the petitioner's dismissal on 20 February 2019 until their reinstatement or completion of the project;

3. Holiday and service incentive leave pay as computed by the Labor Arbiter;

4. Nominal damages in the amount of [PHP] 30,000.00 each; and

5. Attorney's fees equivalent to ten (10) percent of the total monetary award.

The case is hereby **REMANDED** to the Labor Arbiter for the recomputation of the total monetary benefits due to each of the petitioners.

Legal interest at the rate of six percent (6%) per annum shall be imposed on the total monetary award from the finality of this Decision until full payment.

SO ORDERED.²³ (Emphasis in the original)

Preliminarily, the CA concurred with the NLRC that Maningo et al. are project employees. Maningo et al.'s PECs effectively relayed to them that the duration of their tenure was limited and confined to the completion of the structural works phase for which their services were rendered.²⁴ However, the CA found that, contrary to the NLRC's ruling, Coogee failed to sufficiently establish that the structural works for the Project Mall had already been completed at the time of Maningo et al.'s termination. The CA held that the accommodation letters are substantial proof that: (1) Coogee continuously engaged workers for the specific undertaking to which Maningo et al. were engaged after cessation of employment; and (2) the structural works of the Project Mall were not yet completed at the time of their termination. Coogee's submission of an EER to the DOLE does not foreclose the fact that Maningo et al.'s were illegally dismissed.²⁵

Consequently, the CA ordered Coogee to reinstate Maningo et al. to their former positions without loss of seniority rights, if the Project Mall is still on-going. Otherwise, Coogee should pay Maningo et al. separation pay reckoned from the date of their engagement until completion of the Project Mall. The CA also ordered the payment of backwages to Maningo et al. from their dismissal on February 20, 2019 until their reinstatement or until the date of completion of the Project Mall. For failure of Coogee to observe procedural due process, nominal damages in the amount of PHP 30,000.00 shall be due to each of Maningo et al.²⁶

²³ *Id.* at 55–56, CA Decision.

²⁴ *Id.* at 51.

²⁵ *Id.*

²⁶ *Id.* at 53–54.

With respect to the award of holiday pay, SILP, and attorney’s fees to Maningo et al., the CA sustained the same as their factual and legal basis had been sufficiently discussed by the LA and the NLRC. The CA denied Maningo et al.’s prayer for moral and exemplary damages as they failed to prove that they had been dismissed in bad faith. The total monetary awards shall earn legal interest at the rate of 6% interest per annum from finality of the Decision until full payment.²⁷

Coogee filed a Partial Motion for Reconsideration (MR). It argued that the Certificate of Final Acceptance supports the Notices of Completion sent to each of Maningo et al., who duly received and acknowledged them. It averred that the CA should have denied the petition for Maningo et al.’s failure to attach a required pleading—Coogee’s Answer to the Notice of Partial Appeal with Memorandum dated February 20, 2020 (Answer)—in violation of Rule 65, paragraph 2, Section 1 of the Revised Rules of Court (Rules).²⁸

In its challenged Resolution,²⁹ the CA denied the partial MR. It found that even with the Certificate of Final Acceptance, Coogee failed to prove that the specific undertaking assigned to Maningo et al. was the “structural works” completed in the evidence they submitted. On the issue of Maningo et al.’s failure to attach Coogee’s Answer in the petition, the CA held that it could discern the merits of the petition sans a copy of the said Answer.³⁰

Undaunted, Coogee filed the present Rule 45 Petition. It alleged that the CA erred in disregarding the LA and the NLRC’s finding that Maningo et al. were not illegally dismissed but validly terminated by reason of the completion of the structural works of the Project Mall. It maintained that the CA should not have given credence to the accommodation letters because they are just photocopies attached to Maningo et al.’s Reply before the LA and are unsupported by affidavits of the alleged workers whose names appear in those letters. It reiterated the arguments in its Partial MR.³¹

For their part, Maningo et al. asserted that the CA correctly found that Coogee failed to prove that the specific undertaking to which they were hired had already been completed at the time of their termination from employment. They also insisted that they had attached all copies of pertinent documents to their petition for *certiorari* in the CA.³²

²⁷ *Id.* at 54–55.

²⁸ *Id.* at 59, CA Resolution.

²⁹ *Id.* at 57–62.

³⁰ *Id.* at 60–61.

³¹ *Id.* at 24–32, Petition for Review on *Certiorari*.

³² *Id.* at 516–517, Comment/Opposition [Re: Petition for Review dated February 15, 2022].

Issue

The issues before the Court are:

(1) whether the petition for *certiorari* before the CA should have been dismissed for failure of Maningo et al. to attach therein Coogee's Answer; and

(2) whether the CA erred in finding that Maningo et al. were illegally dismissed from employment.

The Court's Ruling

The petition is bereft of merit.

Not All Pleadings are Required to be Appended in a Rule 65 Petition

Rule 46, Section 3 and Rule 65, Section 1 of the Rules provide the documents required to be attached in a petition for *certiorari* before the CA.³³ The provisions read:

Rule 46

....

SEC. 3. *Contents and filing of petition; effect of non-compliance with requirements.* —

...

[The petition] shall be . . . accompanied by a clearly legible duplicate original or certified true copy of the judgment, order, resolution, or ruling subject thereof, such material portions of the record as are referred to therein, and other documents relevant or pertinent thereto. . .

....

The failure of the petitioner to comply with any of the foregoing requirements shall be sufficient ground for the dismissal of the petition.

Rule 65

....

SEC. 1. *Petition for certiorari.* — . . .

³³ *Duremdes v. Jorilla*, 871 Phil. 810, 820–821 (2020) [Per J. Inting, Second Division].

....

The petition shall be accompanied by a certified true copy of the judgment, order or resolution subject thereof, copies of all pleadings and documents relevant and pertinent thereto, and a sworn certification of non-forum shopping as provided in the third paragraph of section 3, Rule 46. (1a)

Notably, two sets of documents should be appended to the petition, namely: (1) a duplicate original or certified true copy of the judgment, order, or resolution subject thereof; and (2) copies of all pleadings and documents relevant and pertinent thereto.³⁴ A petition for *certiorari* lacking these documents may be dismissed outright under Rule 46, Section 3 of the Rules.

In this case, Coogee argues that the CA should have dismissed Maningo et al.'s petition for *certiorari* for failure to attach a relevant pleading – Coogee's Answer. Therefore, the issue here pertains to the second set of documents discussed above.

In *Air Philippines Corp. v. Zamora*,³⁵ the Court clarified that other pleadings and portions of case records need not accompany the petition unless the court requires them to aid in its review of the case. Omission of these documents from the petition will not warrant its dismissal.³⁶ The determination of which portion of the case records is material to the resolution of the case is left to the discretion of the appellate court.³⁷ *Air Philippines* discussed three guideposts concerning the documents to be attached to a *certiorari* petition, to wit:

First, not all pleadings and parts of case records are required to be attached to the petition. Only those which are relevant and pertinent must accompany it. The test of relevancy is whether the document in question will support the material allegations in the petition, whether said document will make out a *prima facie* case of grave abuse of discretion as to convince the court to give due course to the petition.

Second, even if a document is relevant and pertinent to the petition, it need not be appended if it is shown that the contents thereof can also be found in another document already attached to the petition. Thus, if the material allegations in a position paper are summarized in a questioned judgment, it will suffice that only a certified true copy of the judgment is attached.

Third, a petition lacking an essential pleading or part of the case record may still be given due course or reinstated (if earlier dismissed) upon

³⁴ *Id.*, citing *Air Philippines Corp. v. Zamora*, 529 Phil 718, 727 (2006), [Per J. Austria-Martinez, First Division].

³⁵ 529 Phil. 718 (2006) [Per J. Austria-Martinez, First Division].

³⁶ *Id.* at 728.

³⁷ *Duremdes v. Jorilla*, 871 Phil. 810, 823 (2020) [Per J. Inting, Second Division].

showing that petitioner later submitted the documents required, or that it will serve the higher interest of justice that the case be decided on the merits.³⁸

In this case, the CA held that it could judiciously determine the merits of Maningo et al.'s petition even without Coogee's Answer attached to it.³⁹ The CA is correct.

A reading of Coogee's Answer⁴⁰ shows that it substantially reiterated the arguments raised in Coogee's Position Paper.⁴¹ Thus, it is enough that a copy of the said Position Paper was attached to the petition.

In fine, the CA did not err in giving course to Maningo et al.'s petition sans the attachment of Coogee's Answer to it.

Maningo et al. were illegally dismissed from employment

At the outset, the Court notes that there is no question that Maningo et al. are project employees. The LA, the NLRC, and the CA uniformly found that the requisites of project employment are present in the case, which are:

- (1) the employee was assigned to carry out a specific project or undertaking;
- (2) the duration and scope of which were specified at the time the employee was engaged for such project; and
- (3) there was indeed a project undertaken.⁴²

First, Maningo et al. were assigned in various capacities (i.e., safety crew, helper, and carpenter) in the structural works of the Project Mall. *Second*, they were sufficiently informed of the duration and scope of their employment at the time of hiring. Except for the start date, which differs for each among Maningo et al., their PECs contained a similarly worded sentence in Filipino that their employment is coterminous with the completion of the structural works of the Project Mall. The pertinent portions of the PEC states: “[m]aliban kung ang PROJECT EMPLOYEE ay na tanggal dahil sa anumang ‘just or authorized cause’ na isinasaad ng Labor Code, ang PROJECT EMPLOYMENT CONTRACT na ito ay matatapos kasabay ng pagtatapos ng

³⁸ *Id.*

³⁹ *Rollo*, p. 61, CA Resolution.

⁴⁰ *Id.* at 228–243.

⁴¹ *Id.* at 78–94.

⁴² *Carpio v. Modair Manila Co. Ltd., Inc.*, 904 Phil. 942, 951 (2021) [Per J. Lopez, J., Third Division].

*Structural works project.”*⁴³ *Third*, it is undisputed that the Project Mall exists, and Maningo et al. were engaged for the structural works phase. Factual findings of the LA and the NLRC, when confirmed by the CA, are conclusive on this Court.⁴⁴

Consequently, the only issue before the Court is whether Maningo et al. were illegally dismissed. At this point, the labor tribunals and the CA diverge from their appreciation of the evidence on record. The LA and the NLRC agreed with Coogee that Maningo et al. cannot be considered illegally dismissed since the phase of the project for which they were engaged was already completed. The CA ruled otherwise and found that Maningo et al.’s employment was unlawfully terminated before the completion of the structural works of the Project Mall.

Generally, the Court does not review factual questions in a petition for review on *certiorari* because it is not a trier of fact. However, in the exercise of its equity jurisdiction, the Court may review the facts and re-examine the records when there is a conflict between the factual findings of the LA and the NLRC and the CA, such as in this case.⁴⁵

After a cautious scrutiny of the records of the case, the Court rules that Maningo et al. were illegally dismissed from employment.

Well-settled is the rule that the burden to prove the validity of termination of employment lies with the employer. For regular employment, the employer must establish that the employee was dismissed for just or authorized causes. For project employment, the employer must show that the dismissal was brought about by the completion of the project or contract for which the employee was engaged, unless the employee was dismissed during the life of the project due to just or authorized causes.⁴⁶

To support their claim that the structural works for the Project Mall had already been completed at the time of Maningo et al.’s dismissal, Coogee presented the following: (1) the Notices of Project Completion that they sent to Maningo et al.; (2) the Certificate of Final Acceptance issued by their general contractor, Makati Development Corporation (MDC), and (3) the EER they submitted to the DOLE. On one hand, the Notice of Project Completion states that the services of Maningo et al. are ended effective

⁴³ *Rollo*, p. 100, Project Employment Contracts.

⁴⁴ *See Al-Masiya Overseas Placement Agency, Inc. v. Viernes*, 869 Phil. 123, 133 (2020) [Per J. Inting, Second Division].

⁴⁵ *JR Hauling Services v. Solamo*, 886 Phil. 842, 857–858 (2020) [Per J. Hernando. Second Division].

⁴⁶ *See Carpio v. Modair Manila Co. Ltd., Inc.*, 904 Phil. 942, 950 (2021) [Per J. Lopez, J., Third Division].

February 20, 2019.⁴⁷ On the other hand, the Certificate of Final Acceptance indicates the date of actual acceptance is February 21, 2019, and the scope of work is Lot 1, Phase 1 Structural Works.⁴⁸ The EER provides that Coogee's reduction of workforce was due to project completion. The number of workers affected is six, referring to herein Maningo et al.⁴⁹

The Court agrees with the CA that these documents are insufficient to prove that the structural works for which Maningo et al. were hired are already completed as of February 20, 2019, the date of Maningo et al.'s dismissal. Foremost, Coogee failed to allege and prove that Maningo et al. were assigned to Lot 1, Phase 1, of the structural works of the Project Mall. A reading of the PECs would readily show that Maningo et al. were engaged for "structural works" without any qualification as to the lot or phase of the structural works of the Project Mall. It may be safely assumed that the PEC refers to the *whole* structural works of the Project Mall. Otherwise, the PECs would have specifically stated that Maningo et al.'s employment is limited to a specific lot or phase. On the contrary, the Certificate of Final Acceptance particularly stated that what was completed is only "Lot 1, Phase 1 Structural Works."

Coogee's submission of an EER is not proof that Maningo et al.'s employment was terminated due to project completion. In *Carpio v. Modair Manila Co. Ltd., Inc.*,⁵⁰ the Court emphasized that the submission of termination reports to the DOLE Field Office "may be considered"⁵¹ only as an indicator of project employment.

Subsequently, Coogee takes issue with the CA's consideration of the accommodation letters presented by Maningo et al. They argue that the letters were mere photocopies and unsupported by the affidavit of the workers supposedly accommodated and hired for the structural works of the Project Mall. The Court is not convinced.

Technical rules of evidence are not strictly applied in labor cases.⁵² In addition, Coogee did not deny that it issued the subject accommodation letters. The letters are similarly worded as follows:

ATTENTION: Engr. Ronaldo Dagun
 Project Manager

⁴⁷ *Rollo*, pp. 100–117.

⁴⁸ *Id.* at 77.

⁴⁹ *Id.* at 118, EER.

⁵⁰ 904 Phil. 942 (2021) [Per J. Lopez, J., Third Division].

⁵¹ *Id.* at 968.

⁵² *Philippine Long Distance Telephone Co. v. Domingo*, 906 Phil. 209, 232–233 (2021) [Per J. Gaerlan, First Division].

SUBJECT: ACCOMMODATION LETTER

Please be informed that bearer [name] as Helper to start [date] up to completion of MANILA BAY PROJECT MALL (For structural works only)

Please accommodate him and provide necessary orientation with regards to work safety and standards. Further facilitate the issuance of gate pass and PPE's.

COOGEE reserves the right to shorten the period of his services, depending on the necessity of the situation.

Should you have further verification with this endorsement, please contact and coordinate with the Human Resource Unit.⁵³

The accommodation letters were signed by Coogee's Human Resource Assistant and the bearer/worker named in the letter. Of the four letters, two were dated February 6, 2019, one was dated February 8, 2019, and one was dated February 20, 2019 – the same date that Maningo et al.'s employment was terminated due to the alleged completion of the structural works of the Project Mall. This fourth letter provided that the worker named therein shall start as helper on February 22, 2019. Coogee did not explain why it is still hiring after the supposed date of completion of the structural works of the Project Mall.

Even if the Court disregards the accommodation letters, the outcome is the same. As stated earlier, the PECs of Maningo et al. did not state that they were only hired for the structural works for Lot 1 Phase 1 of the Project Mall. Hence, Maningo et al. are deemed engaged for the *entire* structural works. Coogee miserably failed to prove by substantial evidence that Maningo et al.'s employment was terminated due to the completion of the undertaking for which they were hired.

Monetary entitlements of Maningo et al.

As Maningo et al. were dismissed during the life of the project, their dismissal could only be lawful if it was due to just or authorized causes. However, there is a dearth of evidence that Maningo et al.'s employment was terminated for any valid reason. Section 3.3(b) of DO No. 19, therefore applies in this case, to wit:

3.3 Project employees entitled to separation pay. —

....

⁵³ Rollo, pp. 192–195.

b. If the project or the phase of the project the employee is working on has not yet been completed and his services are terminated without just cause or authorized cause and there is no showing that this [sic] services are unsatisfactory, the project employee is entitled to reinstatement with backwages to his former position or substantially equivalent position. If the reinstatement is no longer possible, the employee is entitled to his salaries for the unexpired portion of the agreement.

The Court finds that the CA correctly ordered (1) the reinstatement of Maningo et al. without loss of seniority rights to their former positions, if the project is still ongoing, and (2) the payment of backwages to Maningo et al. reckoned from February 20, 2019 until their reinstatement or completion of the structural works of the Project Mall.

Nevertheless, the CA's award of separation pay if reinstatement is no longer feasible should be modified. Per Section 3.3(b) of DO No. 19, when reinstatement is no longer possible, the employee is entitled to his/her salaries for the unexpired portion of the agreement; not from the time of hiring until completion of the project as granted by the CA. Applied here, Maningo et al. should be paid their salaries for the unexpired portion of their PECs. The PECs are coterminous with the end or completion of the structural works of the Project Mall, which Coogee may prove upon remand of the case to the LA.

Meanwhile, the Court grants Maningo et al.'s prayer for moral and exemplary damages. In *Buenaflor v. Stolt-Nielsen Philippines, Inc.*,⁵⁴ the Court recounted that in a catena of cases, moral and exemplary damages have been awarded to illegally dismissed employees once it has been shown, or the courts have found, that their dismissal or the acts of the employer relative to the dismissal are tainted with bad faith or fraud or where it constituted an act oppressive to labor, and done in a manner contrary to morals, good customs, or public policy or effected in a wanton, oppressive, or malevolent manner. The amount of moral and exemplary damages is determined by the Court according to the circumstances of each case.⁵⁵

In this case, the Court finds that Coogee's dismissal of Maningo et al. shows a calculated act of bad faith. As astutely pointed out by Associate Justice Henri Jean Paul B. Inting, while Coogee dismissed Maningo et al. under the guise of project completion, its own Human Resources department was simultaneously trying to hire their replacements. At the risk of repetition, Coogee is silent as to why it is still hiring after the supposed date of completion of the structural works of the Project Mall. The Court deems it

⁵⁴ 923 Phil. 790 (2022) [Per J. Kho, Jr., Second Division].

⁵⁵ *Id.* at 810.

proper to award Maningo et al. moral damages and exemplary damages in the amount of PHP 25,000.00 each.⁵⁶

Conversely, the Court deletes the CA's award of PHP 30,000.00 nominal damages to each of Maningo et al. for lack of factual and legal basis. In labor cases, the award of nominal damages is warranted only when the dismissal of the employee is based on a just/authorized cause, but was effected without statutory due process. Nominal damages is awarded to deter employees from future violations of the statutory due process rights of employees.⁵⁷ Here, Maningo et al. were dismissed without any valid cause. Further, it is well-settled that nominal damages cannot co-exist with actual or compensatory damages.⁵⁸ Due to the illegality of their termination, Maningo, et al. were already granted backwages and separation pay, which are actual damages.

As regards the NLRC's and the CA's award of holiday pay, SILP, and attorney's fees to Maningo et al., the Court sees no reason to deviate from the same. Coogee did not challenge the grant of these awards in their petition before the Court. More, in claims for payment of SILP and holiday pay, the burden rests on the employer to prove payment.⁵⁹ Ten percent attorney's fees are due to Maningo et al. as they were compelled to litigate to protect their interest against unlawful dismissal and non-payment of SILP and holiday pay.⁶⁰

Finally, the total monetary awards shall earn legal interest at 6% per annum from the date of finality of this Decision until fully paid.⁶¹

ACCORDINGLY, the Petition for Review on *Certiorari* is **DENIED** for lack of merit. The Decision dated August 10, 2022 and the Resolution dated December 12, 2022 of the Court of Appeals in CA-G.R. SP No. 167930 are hereby **AFFIRMED with MODIFICATION** in that Dave B. Maningo, Justino E. Perez, Antonino G. Quirante, Christopher Bryan R. Marte, Mike G. Quirante, and Mark Kemuel B. Hernandez are declared illegally dismissed from employment and entitled to the following reliefs:

⁵⁶ See *Square Meter Trading Construction v Court of Appeals*, 894 Phil. 698, 721 (2021) [Per J. Carandang, First Division].

⁵⁷ *Agabon v. National Labor Relations Commission*, 485 Phil. 248, 288 (2004) [Per J. Ynares-Santiago, *En Banc*].

⁵⁸ *Filipino Society of Composers, Authors and Publishers, Inc. v. Anrey, Inc.*, 927 Phil. 577, 625–626 (2022) [Per J. Zalameda, *En Banc*].

⁵⁹ *Minsola v. New City Builders, Inc.*, 824 Phil. 864, 879 (2018) [Per J. Reyes, Jr., Second Division].

⁶⁰ Article No. 2208, Civil Code; see *Agapito v. Aeroplus Multi-Services, Inc.*, 922 Phil. 619, 634 (2022) [Per J. Lazaro-Javier, Third Division].


⁶¹ *Agapito v. Aeroplus Multi-Services, Inc.*, *id.* at 631.

1. Reinstatement without loss of seniority rights, if the project is still ongoing. Otherwise, they should be paid separation pay equivalent to their salaries for the unexpired portion of their Project Employment Contract;
2. Backwages reckoned from the dismissal of Dave B. Maningo, Justino E. Perez, Antonino G. Quirante, Christopher Bryan R. Marte, Mike G. Quirante, and Mark Kemuel B. Hernandez on February 20, 2019 until their reinstatement or completion of the structural works of the project for which they were hired;
3. Holiday and service incentive leave pay as computed by the Labor Arbiter;
4. Moral and exemplary damages in the amount of PHP 25,000.00 each; and
5. Attorney's fees equivalent to 10% of the total monetary awards.

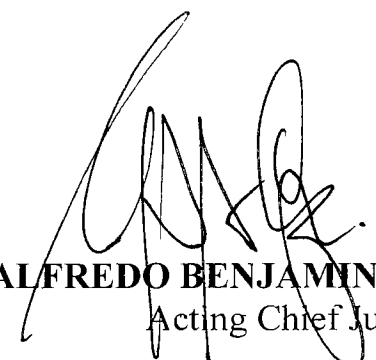
Legal interest at the rate of 6% per annum shall be imposed on the total monetary award from the date of finality of this Decision until fully paid.


The case is hereby **REMANDED** to the Labor Arbiter for the recomputation of the total monetary benefits due to Dave B. Maningo, Justino E. Perez, Antonino G. Quirante, Christopher Bryan R. Marte, Mike G. Quirante, and Mark Kemuel B. Hernandez.


SO ORDERED.


SAMUEL H. GAERLAN
Associate Justice

WE CONCUR:


ALFREDO BENJAMIN S. CAGUIOA
Acting Chief Justice

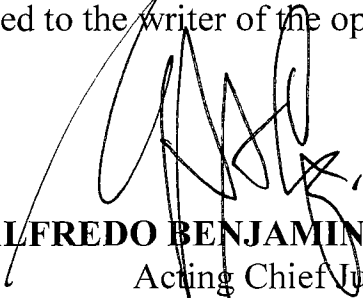

HENRI JEAN PAUL B. INTING
Associate Justice


SAPAR B. DIMAAMPAO
Associate Justice

(*On leave*)
MARIA FILOMENA D. SINGH
Associate Justice

CERTIFICATION

Pursuant to Article VIII, Section 13 of the Constitution, 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.


ALFREDO BENJAMIN S. CAGUIOA
Acting Chief Justice
(Per S.O. No. 3207 dated July 11, 2025)