



Republic of the Philippines
Supreme Court
Manila

FIRST DIVISION

**HECHANOVA BUGAY VILCHEZ
LAWYERS, HECHANOVA & CO.,
INC., ATTY. EDITHA R.
HECHANOVA,**

Petitioners,

- versus -

ATTY. LENY O. MATORRE,
Respondent.

G.R. No. 198261

Present:

SERENO, C.J.,
Chairperson,
LEONARDO-DE CASTRO,
BERSAMIN,
VILLARAMA, JR., and
REYES, JJ.

Promulgated:

OCT 16 2013

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DECISION

VILLARAMA, JR., J.:

On appeal under Rule 45 is the March 14, 2011 Decision¹ of the Court of Appeals (CA) which upheld the Decision² of the National Labor Relations Commission (NLRC) that set aside the Decision³ of the Labor Arbiter in NLRC-NCR Case No. 09-12260-08. Likewise challenged is the Resolution⁴ denying reconsideration of the said CA decision.

The assailed CA decision upheld the finding of the NLRC that respondent Atty. Leny O. Matorre (Atty. Matorre) was constructively dismissed by petitioners Hechanova Bugay Vilchez Lawyers (HBV Law Firm), Hechanova & Co., Inc. and Atty. Editha R. Hechanova (Atty. Hechanova). The Labor Arbiter, whose decision was overturned by the NLRC had earlier dismissed the complaint filed by Atty. Matorre alleging that she was constructively dismissed.⁵

¹ *Rollo*, pp. 70-84. Penned by Associate Justice Normandie B. Pizarro with Associate Justices Amelita G. Tolentino and Elihu A. Ybañez concurring. The assailed CA decision was rendered in CA-G.R. SP No. 115266.

² *Id.* at 416-430. The decision was rendered by the NLRC, Sixth Division, Quezon City in NLRC LAC No. 06-001574-09.

³ *Id.* at 371-379.

⁴ *Id.* at 86-87.

⁵ *Id.* at 379.

The facts follow:

Atty. Matorre claimed that on August 1, 2008, she was employed by HBV Law Firm as a Senior Associate Attorney. Due to her work experience, her probationary period was waived and she was immediately employed as a regular employee of the said law firm with a monthly salary of ₱40,000, consultancy fee of ₱5,000, and an incentive pay equivalent to 8% of ₱1,500 per billable hour.⁶

As the managing partner of HBV Law Firm, Atty. Hechanova was the one who supervised Atty. Matorre and gave her work assignments.

On August 11, 2008, Atty. Matorre, orally or through e-mails, started to express her feelings of being harassed by Atty. Hechanova.

In an e-mail⁷ sent to Atty. Hechanova on August 11, 2008, Atty. Matorre wrote:

Ma'am Edith,

I cannot register yet the corporate name of Big Flick Animation with SEC online because the steps to be done require a lot of time and its system or our system is very slow before I proceed to the next step [sic].

I regret to realize [sic] that you seem to be not pleased with my work output so far, even if I am trying and doing my best to adjust with your work style here, x x x.

Honestly, I get seriously offended every time you speak to me because you always get irritated about the things I say, that I hesitate now to approach you personally to find out what I need to know about a certain assignment.

I feel so humiliated whenever you scold me or whenever you raise your voice within the hearing [sic] of x x x other associate lawyers at a distance [sic]. I feel so embarrassed because it seems that you make it appear I am so stupid x x x.

x x x x

Hoping for your understanding and I pray that you would have a not-so-stressful work schedule, so that you can keep your cool at all times.

Thanks a lot.
[L]eny

Atty. Matorre also explained⁸ that she intended to improve her work and that she was not making excuses when she could not accomplish assigned tasks on time.

⁶ See Employment Contract and Consultancy Contract, *rollo*, pp. 123-127.

⁷ Id. at 146-147.

⁸ Id. at 148.

During a meeting between Atty. Matorre and Atty. Hechanova on August 19, 2008,⁹ Atty. Matorre told Atty. Hechanova that since she (Atty. Hechanova) was not satisfied with her work and because they were frequently arguing with each other, it would be best if she (Atty. Matorre) resigns from the firm.¹⁰ Atty. Matorre requested that her resignation be made effective on September 30, 2008, but thinking that the said date was too far off, Atty. Hechanova accepted the resignation, with the condition that it be made effective on September 15, 2008.¹¹

Atty. Matorre, in her own Position Paper¹² which she submitted to the NLRC, admitted to the fact of her resignation. She recalled the conversation between her and Atty. Hechanova thus:

Complainant [Atty. Matorre]: *Ma'am kung sa tingin po ninyo, wala akong ginagawa o nagagawang trabaho, kahit na kung tutuusin araw-araw akong may natatapos na trabaho, **mas mabuti pa po sigurong mag-resign na lang ho ako, kasi lagi na lang po ninyo akong hinahanapan ng mali at kinagagalan kahit hindi naman kailangang pagalitan. Hindi po tayo nagkakasundo sa trabaho.***

Respondent [Atty. Hechanova]: *Okay, if that is what you like!*

Complainant [Atty. Matorre]: *Pero Ma'am kung pwede po sana sa katapusan na lang ang effectivity, sa katapusan po ng September, kasi alanganin po kung katapusan ng August, para may enough time pa po ako maghanap ng new job.*

Respondent [Atty. Hechanova]: *No, you make it earlier! Pumunta ka na ng SEC habang maaga pa kasi almost 2:00 p.m. na!*

Complainant [Atty. Matorre]: *Sige po.*¹³

On September 1, 2008, Atty. Matorre received a letter¹⁴ from Atty. Hechanova conveying the latter's acceptance of her oral resignation. Atty. Hechanova's secretary, Gladies Nepomuceno, attested¹⁵ that when Atty. Matorre received the aforementioned letter, Atty. Matorre merely said "okay" without displaying any sign of protest.

On September 1, 2008, Atty. Matorre filed a complaint for constructive illegal dismissal, nonpayment of separation pay, and for payment of moral and exemplary damages and attorneys' fees against HBV Law Firm.

During the mandatory conference on September 18, 2008, Atty. Matorre stated that her demands consist of damages in the amount of ₱850,000 and a public apology.¹⁶

⁹ August 16, 2008 and August 18, 2008 in some parts of the records.

¹⁰ *Rollo*, p. 73.

¹¹ *Id.*

¹² *Id.* at 155-184.

¹³ *Id.* at 162-163.

¹⁴ *Id.* at 141.

¹⁵ *Id.* at 75, 139-140.

¹⁶ *Id.* at 374.

During the conciliation conference on October 23, 2008, HBV Law Firm stated that it has no offer for settlement.¹⁷

On November 13, 2008, during the conciliation conference, upon previous order of the Labor Arbiter, HBV Law Firm gave Atty. Matorre's last pay, consultancy fee, and incentive pay in the total amount of ₱48,492.35.¹⁸

In a Decision¹⁹ dated April 22, 2009, the Labor Arbiter rendered judgment in favor of HBV Law Firm by dismissing Atty. Matorre's complaint for lack of merit. It held that Atty. Matorre voluntarily resigned from her employment on August 19, 2008, and that Atty. Hechanova readily accepted Atty. Matorre's oral resignation "when [as Atty. Matorre was] in the [process] of orally tendering her resignation, [Atty. Hechanova] intimated her intention of shortening the period of effectivity of [Atty. Matorre's] resignation from 30 September 2008 to 15 September 2008."²⁰

The Labor Arbiter cited jurisprudence stating that "[o]nce resignation is accepted, the employee no longer has any right to the job. It, therefore, goes without saying that resignation terminates the employer-employee relationship."²¹

The Labor Arbiter also denied Atty. Matorre's monetary claims since she was not illegally dismissed, holding that these claims could not be awarded because of her "failure to prove that she was terminated from her employment with the requisite malice and/or bad faith."²²

On May 13, 2010, the NLRC reversed²³ the Decision of the Labor Arbiter and declared that Atty. Matorre was illegally dismissed.

The NLRC held *inter alia* that a written resignation is the proper proof of her alleged voluntary resignation.²⁴ The NLRC also reasoned that Atty. Hechanova's act of moving Atty. Matorre's last day of employment with HBV Law Firm from September 30, 2008 to September 15, 2008 is an act of harassment.²⁵ This act, according to the NLRC, pushed Atty. Matorre, leaving her with no other option or time to save her job or look for another one.²⁶ The NLRC stated that this, along with Atty. Hechanova's refusal to give Atty. Matorre any assignment, her assignment of a subordinate to perform Atty. Matorre's function while the latter was still in the office, and

¹⁷ Id.

¹⁸ Id.

¹⁹ Supra note 3.

²⁰ Id. at 377.

²¹ Id. at 378, citing *Philippine National Construction Corporation v. National Labor Relations Commission*, G.R. No. 117240, October 2, 1997, 280 SCRA 109, 113 and *Intertrud Maritime, Inc. v. NLRC*, G.R. No. 81087, June 19, 1991, 198 SCRA 318, 324.

²² Id. at 379.

²³ See NLRC Decision, supra note 2.

²⁴ Id. at 423.

²⁵ Id. at 424.

²⁶ Id.

Atty. Hechanova's continuing harassment are "all clear acts constituting constructive dismissal."²⁷

The NLRC thus awarded to Atty. Matorre full back wages and benefits from the time of illegal dismissal amounting to ₱936,000, separation pay amounting to ₱90,000, moral damages amounting to ₱200,000, exemplary damages amounting to ₱100,000, and attorney's fees equivalent to 10% of the monetary award.²⁸

Aggrieved, HBV Law Firm filed a petition for certiorari with the CA alleging that the NLRC committed grave abuse of discretion in holding that Atty. Matorre was constructively dismissed.

The CA posed this query to resolve the matter: Whether Atty. Matorre's utterance during her conversation with Atty. Hechanova on August 19, 2008 constitutes voluntary resignation on her part.²⁹ If said resignation was a forced one, the CA continued, it is a clear case of constructive dismissal equivalent to illegal dismissal.³⁰

On March 14, 2011, the CA upheld the ruling of the NLRC and held that no voluntary resignation took place.³¹ It ruled in favor of Atty. Matorre, saying that she was illegally dismissed in light of the circumstances surrounding the supposed resignation.³²

The CA cited jurisprudence saying that constructive dismissal is a cessation of work because continued employment has been rendered impossible, unreasonable, or unlikely, as when there is a demotion in rank or diminution in pay or both or when a clear discrimination, insensibility, or disdain by an employer becomes unbearable to the employee.³³

The CA justified the existence of constructive dismissal by arguing that *first*, Atty. Hechanova belittled Atty. Matorre regarding her work performance thus causing her emotional strain; *second*, when Atty. Matorre allegedly tendered her resignation, HBV Law Firm moved the period of effectivity thereof to an earlier date, thus making it more difficult for Atty. Matorre to find employment elsewhere; and *third*, the refusal of HBV Law Firm to give assignments to Atty. Matorre while she was still at the office is indicative of harassment on their part.³⁴ The CA held that all these circumstances, taken together, constitute constructive dismissal.³⁵

²⁷ Id.

²⁸ Id. at 429-430.

²⁹ Id. at 78.

³⁰ Id.

³¹ See CA Decision, *supra* note 1.

³² Id. at 79.

³³ Id. at 81-82, citing *CRC Agricultural Trading v. National Labor Relations Commission*, G.R. No. 177664, December 23, 2009, 609 SCRA 138, 149.

³⁴ Id. at 82-83.

³⁵ Id. at 83.

Petitioners are now before this Court asserting that the CA erred in not finding that Atty. Matorre's resignation was voluntary and that she was not constructively dismissed.

It should be noted that the fact of resignation is now undisputed. What remains to be determined is whether Atty. Matorre voluntarily resigned or was constructively dismissed by petitioners.

We find the petition meritorious. The resignation of Atty. Matorre was voluntary and she was not constructively dismissed.

Atty. Matorre failed to prove that her resignation was not voluntary, and that Atty. Hechanova and other members of HBV Law Firm committed acts against her that would constitute constructive dismissal.

Atty. Matorre was not able to prove her allegations of harassment, insults, and verbal abuse on the part of Atty. Hechanova.

The case of *Vicente v. Court of Appeals (Former 17th Div.)*³⁶ is instructive on this matter. In the case at bar and in *Vicente*, the fact of resignation is not disputed, but only the voluntariness thereof. In *Vicente*, the employee alleged that her employer forced her to resign. The Court held that she voluntarily resigned and was not constructively dismissed. The Court said,

Hence, petitioner cannot take refuge in the argument that it is the employer who bears the burden of proof that the resignation is voluntary and not the product of coercion or intimidation. **Having submitted a resignation letter, it is then incumbent upon her to prove that the resignation was not voluntary but was actually a case of constructive dismissal with clear, positive, and convincing evidence.** Petitioner failed to substantiate her claim of constructive dismissal.

X X X X

We agree with the Court of Appeals that it was grave error on the part of the NLRC to rely on the allegation that Mr. Tecson threatened and forced petitioner to resign. Other than being unsubstantiated and self-serving, the allegation does not suffice to support the finding of force, intimidation, and ultimately constructive dismissal.

Bare allegations of constructive dismissal, when uncorroborated by the evidence on record, cannot be given credence.³⁷ (Emphases supplied.)

*Digital Telecommunications Philippines, Inc. v. Soriano*³⁸ is similarly enlightening. In that case, the employee, a Director for Market and Communications, claimed that her employers harassed her to compel her to resign. This Court found that the employee failed to present a single witness

³⁶ 557 Phil. 777 (2007).

³⁷ Id. at 786-787.

³⁸ 525 Phil. 765 (2006).

to substantiate her claims of harassment and that her narration of events was unbelievable and contrary to human experience. It was then held that she failed to prove that she was constructively dismissed.

In relation to the two abovementioned decided cases, in the case of Atty. Matorre, she also presented no evidence of constructive dismissal, apart from her self-serving and uncorroborated allegations.

First, Atty. Matorre was not able to present a single witness to corroborate her claims of verbal abuse and insults from Atty. Hechanova. She was only able to adduce transcriptions³⁹ of what she claims were conversations between her and Atty. Hechanova, and nothing more. These are indeed self-serving and uncorroborated and should not be given evidentiary weight.

On the other hand, the body of evidence presented by HBV Law Firm would show affidavits demonstrating that the other personnel in the said law firm neither heard nor saw any inappropriate behavior on the part of Atty. Hechanova towards Atty. Matorre.

The Affidavit of Gladies Nepomuceno,⁴⁰ the secretary of HBV Law Firm, states that the said affiant did “not believe that Atty. Matorre was treated like a slave” by the firm, as Atty. Matorre argued.

The Affidavit of Gladys C. Vilchez,⁴¹ a partner at HBV Law Firm, states that Atty. Vilchez, whose room was near Atty. Matorre’s, never heard Atty. Hechanova shout at Atty. Matorre nor speak to her in an offensive manner.

Second, the act of HBV Law Firm of moving the effectivity date of Atty. Matorre’s resignation from September 30, 2008 to September 15, 2008 is not an act of harassment, as Atty. Matorre would have us believe. The 30-day notice requirement for an employee’s resignation is actually for the benefit of the employer who has the discretion to waive such period. Its purpose is to afford the employer enough time to hire another employee if needed and to see to it that there is proper turn-over of the tasks which the resigning employee may be handling. As one author⁴² puts it,

x x x The rule requiring an employee to stay or complete the 30-day period prior to the effectivity of his resignation becomes discretionary on the part of management as **an employee who intends to resign may be allowed a shorter period before his resignation becomes effective.** (Emphasis supplied.)

³⁹ See Position Paper and Comment, *rollo*, pp. 155-184, 583-599.

⁴⁰ Id. at 225-227.

⁴¹ Id. at 266.

⁴² II C.A. Azucena, Jr., *THE LABOR CODE WITH COMMENTS AND CASES*, 888 (2007, 6th ed.).

Moreover, the act of HBV Law Firm of moving the effectivity date of Atty. Matorre's resignation to an earlier date cannot be seen as a malicious decision on the part of the firm in order to deprive Atty. Matorre of an opportunity to seek new employment. This decision cannot be viewed as an act of harassment but rather merely the exercise of the firm's management prerogative. Surely, we cannot expect employers to maintain in their employ employees who intend to resign, just so the latter can have continuous work as they look for a new source of income.

Third, the fact that HBV Law Firm was no longer assigning new work to Atty. Matorre after her resignation is not an act of harassment, but is also an exercise of management prerogative.

Expecting that Atty. Matorre would no longer be working for HBV Law Firm after three to four weeks, she was no longer given additional assignments to ensure a smooth turn-over of duties and work. Indeed, having an employee focus on her remaining tasks and not assigning new ones to her would be beneficial on the part of HBV Law Firm as there would in fact be less tasks to be turned over to Atty. Matorre's replacement. Said actuation is well within the ambit of the firm's management prerogative, and is certainly not an act of harassment.

To reiterate, in line with settled jurisprudence,⁴³ since Atty. Matorre admittedly resigned, it was incumbent upon her to prove that her resignation was not voluntary, but was actually a case of constructive dismissal, with clear, positive, and convincing evidence.

As shown above, Atty. Matorre failed to present any evidence of constructive dismissal, such as proof of the alleged harassment, insults, and verbal abuse she allegedly received during her stay at HBV Law Firm that led her to terminate her employment. Thus, it can be concluded that she resigned voluntarily.

Since Atty. Matorre failed to prove that she was illegally or constructively dismissed, there is no need to discuss the issue of her monetary claims due to her lack of entitlement thereto.

WHEREFORE, the petition is **GRANTED**. The Decision dated March 14, 2011 and Resolution dated August 12, 2011 of the Court of Appeals in CA-G.R. SP No. 115266 are **REVERSED and SET ASIDE**. The Decision of the Labor Arbiter dated April 22, 2009 is hereby **REINSTATED**. The complaint of respondent Atty. Leny O. Matorre for illegal dismissal is **DISMISSED** in its entirety for lack of merit.

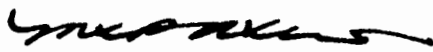
No pronouncement as to costs.


⁴³ See *Vicente v. Court of Appeals (Former 17th Div.)*, supra note 36, at 787.

SO ORDERED.


MARTIN S. VILLARAMA, JR.
Associate Justice

WE CONCUR:


MARIA LOURDES P. A. SERENO
Chief Justice
Chairperson

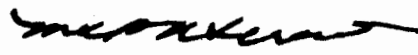

TERESITA J. LEONARDO-DE CASTRO
Associate Justice


LUCAS P. BERSAMIN
Associate Justice


BIENVENIDO L. REYES
Associate Justice

CERTIFICATION

Pursuant to Section 13, Article VIII of the 1987 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's Division.


MARIA LOURDES P. A. SERENO
Chief Justice