rate of six percent (6%) per annum shall be imposed on all monetary awards from date of finality of this decision until fully paid.[54]

WHEREFORE, the accused-appellant Ritz Baring Moreno is hereby found **GUILTY** beyond reasonable doubt of the crime of **Homicide**, and is sentenced to suffer the indeterminate penalty of eight years and one day of *prision mayor*, as minimum, to 14 years of *reclusion temporal*, as maximum; and to pay the heirs of Kyle Kales Capsa civil indemnity of ₱50,000.00; moral damages of ₱50,000.00; and temperate damages of ₱50,000.00. In addition, interest at the rate of six percent (6%) per annum shall be imposed on all monetary awards from the date of finality of this decision until fully paid.

SO ORDERED.

Velasco, Jr. (*Chairperson*), *Bersamin, Leonen,* and *Gesmundo, JJ.,* concur.

SECOND DIVISION

[G.R. No. 221356. March 14, 2018]

MARIA CARMELA P. UMALI, *petitioner, vs.* **HOBBYWING SOLUTIONS, INC.,** *respondent.*

SYLLABUS

1. REMEDIAL LAW; CIVIL PROCEDURE; APPEALS; PETITION FOR REVIEW ON CERTIORARI; ONLY QUESTIONS OF LAW MAY BE RAISED THEREIN, BECAUSE THE SUPREME COURT IS NOT A TRIER OF

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[54] *Nacar v. Gallery Frames and/or Felipe Bordey, Jr.*, 716 Phil. 267, 283 (2013).

FACTS AND DOES NOT NORMALLY UNDERTAKE THE RE-EXAMINATION OF THE EVIDENCE PRESENTED BY THE CONTENDING PARTIES DURING THE TRIAL; EXCEPTIONS; PRESENT.— Time and again, the Court has reiterated that, as a rule, it does not entertain questions of facts in a petition for review on *certiorari*. In *Pedro Angeles vs. Estelita B. Pascual*, the Court emphasized, thus: Section 1, Rule 45 of the *Rules of Court* explicitly states that the petition for review on *certiorari* shall raise only questions of law, which must be distinctly set forth. In appeal by *certiorari*, therefore, only questions of law may be raised, because the Supreme Court is not a trier of facts and does not normally undertake the re-examination of the evidence presented by the contending parties during the trial. There are, however, recognized exceptions to this rule, to wit: (1) when the findings are grounded entirely on speculation, surmises or conjectures; (2) when the inference made is manifestly mistaken, absurd or impossible; (3) when there is grave abuse of discretion; **(4) when the judgment is based on a misapprehension of facts;** (5) when the findings of facts are conflicting; (6) When in making its findings the Court of Appeals went beyond the issues of the case, or its findings are contrary to the admissions of both the appellant and the appellee; (7) when the findings are contrary to the trial court; (8) when the findings are conclusions without citation of specific evidence on which they are based; (9) when the facts set forth in the petition as well as in the petitioners main and reply briefs are not disputed by the respondent; (10) when the findings of fact are premised on the supposed absence of evidence and contradicted by the evidence on record: and **(11) when the Court of Appeals manifestly overlooked certain relevant facts not disputed by the parties, which, if properly considered, would justify a different conclusion**. In the instant case, the Court finds that the CA misapprehended facts and overlooked details which are crucial and significant that they can warrant a change in the outcome of the case.

2. LABOR AND SOCIAL LEGISLATION; LABOR RELATIONS; PROBATIONARY EMPLOYMENT; A PROBATIONARY EMPLOYEE ENGAGED TO WORK BEYOND THE PROBATIONARY PERIOD OF SIX MONTHS, OR FOR ANY LENGTH OF TIME SET FORTH BY THE EMPLOYER, SHALL BE CONSIDERED A REGULAR EMPLOYEE, A STATUS WHICH ACCORDED HER/HIM

PROTECTION FROM ARBITRARY TERMINATION.— [T]he petitioner commenced working for the respondent on June 19, 2012 until February 18, 2013. By that time, however, she has already become a regular employee, a status which accorded her protection from arbitrary termination. In *Dusit Hotel vs. Gatbonton*, the Court reiterated, thus: It is an elementary rule in the law on labor relations that a probationary employee engaged to work beyond the probationary period of six months, as provided under Article 281 of the Labor Code, or for any length of time set forth by the employer (in this case, three months), shall be considered a regular employee. This is clear in the last sentence of Article 281. Any circumvention of this provision would put to naught the State's avowed protection for labor.

3. ID.; ID.; ID.; NO VALID EXTENSION OF THE PROBATIONARY PERIOD WHERE THE EMPLOYEE CONCERNED HAD A COMMENDABLE PERFORMANCE ALL THROUGHOUT THE PROBATIONARY PERIOD, AND THERE IS NO MORE PERIOD TO BE EXTENDED SINCE THE PROBATIONARY PERIOD HAD ALREADY LAPSED.— The CA, however, believes that the probationary period of employment was validly extended citing *Mariwasa vs. Leogardo*. x x x. The mentioned case, however, finds no application in the instant case for two reasons: (1) there was no evaluation upon the expiration of the period of probationary employment; (2) the supposed extension of the probationary period was made after the lapse of the original period agreed by the parties. Based on the evidence on record, the respondent only evaluated the performance of the petitioner for the period of June 2012 to November 2013 on February 1, 2013, wherein she garnered a rating of 88.3%, which translates to a satisfactory performance according to company standards. At the time of the evaluation, the original period of probationary employment had already lapsed on November 18, 2012 and the petitioner was allowed to continuously render service without being advised that she failed to qualify for regular employment. Clearly then, there is no reason to justify the extension since the petitioner had a commendable rating and, apart from this, there is no more period to be extended since the probationary period had already lapsed. It bears stressing that while in a few instances the Court recognized as valid the extension of the probationary period, still the general rule remains that an employee who was suffered

to work for more than the legal period of six (6) months of probationary employment or less shall, by operation of law, become a regular employee. In *Buiser vs. Leogardo*, the Court stated, thus: Generally, the probationary period of employment is limited to six (6) months. The exception to this general rule is when the parties to an employment contract may agree otherwise, such as when the same is established by company policy or when the same is required by the nature of work to be performed by the employee.

4. ID.; ID.; ID.; ID.; AN EXTENSION OF THE PROBATIONARY PERIOD IS THE EXCEPTION, RATHER THAN THE RULE, THUS, THE EMPLOYER HAS THE BURDEN OF PROOF TO SHOW THAT THE EXTENSION IS WARRANTED AND NOT SIMPLY A STRATAGEM TO PRECLUDE THE WORKER'S ATTAINMENT OF REGULAR STATUS. — Since extension of the period is the exception, rather than the rule, the employer has the burden of proof to show that the extension is warranted and not simply a stratagem to preclude the worker's attainment of regular status. Without a valid ground, any extension of the probationary period shall be taken against the employer especially since it thwarts the attainment of a fundamental right, that is, security of tenure. In the instant case, there was no valid extension of the probationary period since the same had lapsed long before the company thought of extending the same. More significantly, there is no justifiable reason for the extension since, on the basis of the Performance Evaluation dated February 1, 2013, the petitioner had a commendable performance all throughout the probationary period.

5. ID.; ID.; ID.; AN EMPLOYEE WHO RENDERS SERVICE EVEN AFTER THE LAPSE OF THE PROBATIONARY PERIOD ATTAINS REGULAR EMPLOYMENT WITH ALL THE RIGHTS AND PRIVILEGES PERTAINING THERETO.— Having rendered service even after the lapse of the probationary period, the petitioner had attained regular employment, with all the rights and privileges pertaining thereto. Clothed with security of tenure, she may not be terminated from employment without just or authorized cause and without the benefit of procedural due process. Since the petitioner's case lacks both, she is entitled to reinstatement with payment of full backwages, as correctly held by the NLRC.

6. ID.; ID.; TERMINATION OF EMPLOYMENT; AN EMPLOYEE WHO IS ILLEGALLY DISMISSED IS ENTITLED TO REINSTATEMENT AND FULL BACKWAGES.— The well-settled rule in this regard was reiterated in *Peak Ventures Corporation vs. Heirs of Villareal*, to wit: Under Article 279 of the Labor Code, as amended by Republic Act No. 6715, an employee who is unjustly dismissed shall be entitled to (1) reinstatement without loss of seniority rights and other privileges; and, (2) full backwages, inclusive of allowances, and to other benefits or their monetary equivalent computed from the time his compensation was withheld up to the time of actual reinstatement. If reinstatement is no longer viable, separation pay is granted. The Court therefore finds it proper to reinstate the decision of the NLRC which ruled that the petitioner was illegally dismissed and held her entitled to the twin relief of reinstatement and backwages.

APPEARANCES OF COUNSEL

Aldrin R. Cabiles for petitioner

The Law Firm of Perlas De Guzman & Partners for respondent.

D E C I S I O N

REYES, JR., *J.*:

Before the Court is a Petition for Review on *Certiorari* under Rule 45 of the Rules of Court, assailing the Decision[1] dated May 29, 2015 and Resolution[2] dated November 4, 2015 of the Court of Appeals (CA) in CA- G.R. SP No. 136194.

Antecedent Facts

The instant case stemmed from a complaint for illegal dismissal filed by Maria Carmela P. Umali (petitioner) against Hobbywing

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[1] Penned by Associate Justice Fiorito S. Macalino with Associate Justices Mariflor P. Punzalan Castillo and Zenaida T. Galapate-Laguilles concurring; *rollo*, pp. 191-203.

[2] *Id*. at 214-216.

Solutions, Inc. (respondent) and its general manager, Pate Tan (Tan).

In her position paper, the petitioner alleged that she started working for the respondent, an online casino gaming establishment, on June 19, 2012, as a Pitboss Supervisor. Her main duties and responsibilities involve, among others, supervising online casino dealers as well as the operations of the entire gaming area or studio of the respondent company. She, however, never signed any employment contract before the commencement of her service but regularly received her salary every month.[3]

Sometime in January 2013, after seven (7) months since she started working for the respondent, the petitioner was asked to sign two employment contracts. The first employment contract was for a period of five (5) months, specifically from June 19, 2012 to November 19, 2012. On the other hand, the second contract was for a period of three (3) months, running from November 19, 2012 to February 18, 2013. She signed both contracts as directed.[4]

On February 18, 2013, however, the petitioner was informed by the respondent that her employment has already ended and was told to just wait for advice whether she will be rehired or regularized. She was also required to sign an exit clearance from the company apparently to clear her from accountabilities. She was no longer allowed to work thereafter.[5] Thus, the filing of a complaint for illegal dismissal against the respondent.

For its part, the respondent admitted that it hired the petitioner as Pitboss Supervisor on probationary basis beginning June 19, 2012 to November 18, 2012. With the conformity of the petitioner, the probationary period was extended for three (3) months from November 19, 2012 to February 18, 2013.[6] The

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[3] *Id*. at 25.

[4] *Id*.

[5] *Id*. at 26

[6] *Id*. at 38.

respondent claimed that the engagement of the petitioner's service as a probationary employee and the extension of the period of probation were both covered by separate employment contracts duly signed by the parties. After receiving a commendable rating by the end of the extended probationary period, the petitioner was advised that the company will be retaining her services as Pitboss Supervisor. Surprisingly, the petitioner declined the offer for the reason that a fellow employee, her best friend, will not be retained by the company. Thereafter, on February 18, 2013, she processed her exit clearance to clear herself of any accountability and for the purpose of processing her remaining claims from the company. As a sign of good will, the company signed and issued a Waiver of Non- Competition Agreement in her favor and a Certificate of Employment, indicating that she demonstrated a commendable performance during her stint. Thus, the respondent was surprised to receive the summons pertaining to the complaint for illegal dismissal filed by the petitioner.[7]

Ruling of the Labor Arbiter (LA)

On October 7, 2013, the LA rendered a Decision,[8] dismissing the complaint for lack of merit, the dispositive portion of which reads as follows:

> ACCORDINGLY, the cause of action for illegal dismissal is **DENIED** for lack of merit.
>
> Respondent *Hobbywing Solutions, Inc*. is ordered to pay complainant here NIGHT SHIFT DIFFERENTIALS of [₱]21,232.58 subject to 5% withholding tax upon execution **whenever applicable**. All other claims are **DENIED** for lack of merit.
>
> Respondent Pate Tan is **EXONERATED** from all liabilities.
>
> SO ORDERED.[9]

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[7] *Id*. at 39.

[8] *Id*. at 93-97.

[9] *d*. at 97.

The LA ruled that the petitioner failed to substantiate her claim that she was dismissed from employment. As it is, she opted not to continue with her work out of her own volition. Further, it noted that the respondent did not commit any overt act to sever employer-employee relations with the petitioner as, in fact, it even offered the petitioner a regular employment but she turned it down.[10]

Unyielding, the petitioner filed an appeal with the National Labor Relations Commission (NLRC), reiterating her claim of illegal dismissal.

Ruling of the NLRC

On January 15, 2014, the NLRC rendered a Decision,[11] holding that the petitioner was illegally dismissed, disposing thus:

> WHEREFORE, premises considered, the appeal of complainant is partly **GRANTED**. The assailed Decision of the Labor Arbiter dated October 7, 2013 is hereby **MODIFIED**. It is hereby declared that complainant is a regular employee of respondent Hobbywing Solutions, Inc. We also find complainant to have been illegally dismissed from employment and respondent Hobbywing Solutions, Inc. is hereby ordered to:
>
> 1. reinstate complainant to her former position without loss of seniority rights and other privileges;
> 2. pay complainant her full backwages, inclusive of allowances, and to her other benefits or their monetary equivalent computed from the date of dismissal up to her actual reinstatement; and
> 3. pay complainant an amount equivalent to 10% of the total judgment award as and for attorney's fees.
>
> All other awards of the Labor Arbiter **STAND**.
>
> The Computation Division of this Office is hereby directed to make the necessary computation of the monetary award granted to complainant, which computation shall form an integral part of this decision.

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[10] *Id*. at 95.

[11] *Id*. at 106-118.

SO ORDERED.[12]

The NLRC held that the petitioner attained the status of a regular employee by operation of law when she was allowed to work beyond the probationary period of employment. From that point, she enjoys security of tenure and may not be terminated except on just or authorized causes. The respondent's claim that the petitioner's probationary period of employment was extended cannot be given credence since the records are bereft of proof that the latter's performance was ever evaluated based on reasonable standards during the probationary period and that there was a need to extend the same.[13]

The respondent filed a motion for reconsideration but the NLRC denied the same in its Resolution[14] dated April 30, 2014.

Dissatisfied, the respondent filed a petition for *certiorari* with the CA, imputing grave abuse of discretion on the part of the NLRC for ruling that there was an illegal dismissal. It argued that the petitioner did not become a regular employee by operation of law since the probationary period of her employment was extended by agreement of the parties so as to give her a chance to improve her performance. There was also no illegal dismissal since the petitioner was never terminated since she was the one who refused to accept the offer of the company to retain her services. It pointed out that the petitioner even processed her Exit Clearance Form and requested for a Certificate of Employment and Waiver of the Non-Competition Agreement.[15]

Ruling of the CA

On May 29, 2015, the CA rendered a Decision,[16] reversing the decision of the NLRC, the dispositive portion of which reads, as follows:

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[12] *Id*. at 117

[13] *Id*. at 114.

[14] *Id*. at 136-139.

[15] *Id*. at 146-148.

[16] *Id*. at 191.

WHEREFORE, based on the foregoing, the petition is **GRANTED**. The 15 January 2014 Decision and the 30 April 2014 Resolution of the NLRC in NLRC NCR Case No. (M) 04-06101-13 [NLRC LAC No. 10-003040-13] are **REVERSED and SET ASIDE**. The 07 October 2013 Decision of the Labor Arbiter dismissing the Complaint for lack of merit is **REINSTATED**.

SO ORDERED.[17]

The CA agreed with the LA that the petitioner failed to prove the fact of her dismissal. It held that aside from bare allegations, no evidence was ever submitted by the petitioner that she was refused or was not allowed to work after the period of extension. There was no letter of termination given to the petitioner but only an exit clearance form which she personally processed, which therefore proved that the severance of her employment was her choice.[18]

The petitioner filed a motion for reconsideration but the CA denied the same in Resolution[19] dated November 4, 2015, the dispositive portion of which reads, thus:

WHEREFORE, based on the foregoing, the Motion for Reconsideration is **DENIED**.

SO ORDERED.[20]

The petitioner filed the instant petition for review on *certiorari*, questioning the issuances of the CA. She claims that she had already attained the status of regular employment after she was suffered to work for more than six months of probationary employment. She also reiterates that she was only belatedly asked to sign two employment contracts on January 19, 2013 after she had rendered seven (7) months of service.[21] She claims

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[17] *Id*. at 202.

[18] *Id*. at 201.

[19] *Id*. at 214.

[20] *Id*. at 216.

[21] *Id*. at 16.

that she was terminated without cause on February 18, 2013 when she was informed that the period of her probationary employment had already ended and her services were no longer needed.

Ruling of the Court

The petition is meritorious.

Time and again, the Court has reiterated that, as a rule, it does not entertain questions of facts in a petition for review on *certiorari*. In *Pedro Angeles vs. Estelita B. Pascual*,[22] the Court emphasized, thus:

> Section 1, Rule 45 of the *Rules of Court* explicitly states that the petition for review on *certiorari* shall raise only questions of law, which must be distinctly set forth. In appeal by *certiorari*, therefore, only questions of law may be raised, because the Supreme Court is not a trier of facts and does not normally undertake the re-examination of the evidence presented by the contending parties during the trial.[23]

There are, however, recognized exceptions to this rule, to wit:

> (1) when the findings are grounded entirely on speculation, surmises or conjectures; (2) when the inference made is manifestly mistaken, absurd or impossible; (3) when there is grave abuse of discretion; **(4) when the judgment is based on a misapprehension of facts;** (5) when the findings of facts are conflicting; (6) When in making its findings the Court of Appeals went beyond the issues of the case, or its findings are contrary to the admissions of both the appellant and the appellee; (7) when the findings are contrary to the trial court; (8) when the findings are conclusions without citation of specific evidence on which they are based; (9) when the facts set forth in the petition as well as in the petitioners main and reply briefs are not disputed by the respondent; (10) when the findings of fact are premised on the supposed absence of evidence and contradicted by the evidence on record: and **(11) when the Court of Appeals manifestly overlooked certain relevant facts not disputed by the parties,**

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[22] 673 Phil. 499 (2011).

[23] *Id*. at 504-505.

which, if properly considered, would justify a different conclusion.[24]

In the instant case, the Court finds that the CA misapprehended facts and overlooked details which are crucial and significant that they can warrant a change in the outcome of the case.

In finding that there was no illegal dismissal, the CA echoed the ruling of the LA that the petitioner failed to establish the fact of dismissal. It held that the petitioner failed to present evidence manifesting the intention of the respondent to sever relations with her. Absent any overt act on the part of the respondent, it ruled that there can be no dismissal to speak of. It also found credible the respondent's claim that it was the petitioner who refused to accept the offer of continued employment with the company.

The CA missed the point that the respondent employed a scheme in order to obscure the fact of the petitioner's dismissal. The CA would have recognized this ploy if it only delved deeper into the records and facts of the case.

It is beyond dispute that the petitioner started working for the respondent on June 19, 2012 as a probationary employee and that there were two (2) employment contracts signed by the parties. The parties, however, held conflicting claims with respect to the time when the contracts were signed. The petitioner is claiming that there was no contract before the commencement of her employment and that she was only asked to sign two employment contracts on January 19, 2013, after having rendered seven months of service. On the other hand, the respondent maintains that there was a contract of probationary employment signed at the beginning of the petitioner's service and another one signed on November 18, 2012, extending the probationary period purportedly to give the petitioner a chance to improve her performance and qualify for regular employment. The LA and the CA, however, opted to believe the respondent's claim

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[24] *New City Builders, Inc. v. National Labor Relations Commission*, 499 Phil. 207, 213 (2005).

that the contract of probationary employment was signed and extended on time. Having taken this theory, it is easy to dispose the case by concluding that no dismissal had taken place.

There was, however, a single detail which convinced this Court to take a second look at the facts of case. Contradicting the respondent's claim, the petitioner consistently reiterates that she was made to sign two contracts of probationary employment, one covering the period from June 19, 2012 to November 18, 2012, and the other purportedly extending the probationary employment from November 19, 2012 to February 18, 2013, only on **January 19, 2013**. To support her claim, she alleged that she was able to note the actual date when she signed the contracts, right beside her signature. And indeed, attached with the position paper submitted by the respondent itself, copies of the two contracts of employment signed by the petitioner clearly indicates the date "**01.19.13**" beside her signature.[25] This substantiates the petitioner's claim that the documents were signed on the same day, that is, on January 19, 2013. Further, while the first contract was undated,[26] the Probation Extension Letter was dated January 10, 2013,[27] which was way beyond the end of the supposed probationary period of employment on November 18, 2013, therefore validating the petitioner's claim that she had already worked for more than six months when she was asked to sign an employment contract and its purported extension. Surprisingly, the respondent never explained the disparity in the dates on the actual copies of the contracts which were submitted as annexes and that alleged in its position paper as the time they were signed by the petitioner.

This brings to the conclusion that the contracts were only made up to create a semblance of legality in the employment and severance of the petitioner. Unfortunately for the respondent, the significant details left unexplained only validated the

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[25] *Rollo*, pp. 51-52.

[26] *Id*. at 48.

[27] *Id*. at 52.

petitioner's claim that she had served way beyond the allowable period for probationary employment and therefore has attained the status of regular employment.

Article 281 of the Labor Code is pertinent. It provides:

> ART. 281. **Probationary Employment.** - Probationary employment shall not exceed six (6) months from the date the employee started working, unless it is covered by an apprenticeship agreement stipulating a longer period. The services of an employee who has been engaged on a probationary basis may be terminated for a just cause or when he fails to qualify as a regular employee in accordance with reasonable standards made known by the employer to the employee at the time of his engagement. An employee who is allowed to work after a probationary period shall be considered a regular employee.

In this case, the petitioner commenced working for the respondent on June 19, 2012 until February 18, 2013. By that time, however, she has already become a regular employee, a status which accorded her protection from arbitrary termination.

In *Dusit Hotel vs. Gatbonton*,[28] the Court reiterated, thus:

> It is an elementary rule in the law on labor relations that a probationary employee engaged to work beyond the probationary period of six months, as provided under Article 281 of the Labor Code, or for any length of time set forth by the employer (in this case, three months), shall be considered a regular employee. This is clear in the last sentence of Article 281. Any circumvention of this provision would put to naught the State's avowed protection for labor.[29]

The CA, however, believes that the probationary period of employment was validly extended citing *Mariwasa vs. Leogardo*.[30] In the said case, the Court upheld as valid the extension of the probationary period for another three (3) months in order to give the employee a chance to improve his performance and qualify for regular employment, upon agreement of the

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[28] 523 Phil. 338 (2006).

[29] *Id*. at 346.

[30] 251 Phil. 417 (1989).

parties. Upon conclusion of the period of extension, however, the employee still failed to live up to the work standards of the company and was thereafter terminated.

The mentioned case, however, finds no application in the instant case for two reasons: (1) there was no evaluation upon the expiration of the period of probationary employment; (2) the supposed extension of the probationary period was made after the lapse of the original period agreed by the parties. Based on the evidence on record, the respondent only evaluated the performance of the petitioner for the period of June 2012 to November 2013 on February 1, 2013, wherein she garnered a rating of 88.3%, which translates to a satisfactory performance according to company standards.[31] At the time of the evaluation, the original period of probationary employment had already lapsed on November 18, 2012 and the petitioner was allowed to continuously render service without being advised that she failed to qualify for regular employment. Clearly then, there is no reason to justify the extension since the petitioner had a commendable rating and, apart from this, there is no more period to be extended since the probationary period had already lapsed.

It bears stressing that while in a few instances the Court recognized as valid the extension of the probationary period, still the general rule remains that an employee who was suffered to work for more than the legal period of six (6) months of probationary employment or less shall, by operation of law, become a regular employee. In *Buiser vs. Leogardo*,[32] the Court stated, thus:

> Generally, the probationary period of employment is limited to six (6) months. The exception to this general rule is when the parties to an employment contract may agree otherwise, such as when the same is established by company policy or when the same is required by the nature of work to be performed by the employee.[33]

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[31] *Rollo*, pp. 53-54.

[32] 216 Phil. 145 (1984).

[33] *Id*. at 150.

Since extension of the period is the exception, rather than the rule, the employer has the burden of proof to show that the extension is warranted and not simply a stratagem to preclude the worker's attainment of regular status. Without a valid ground, any extension of the probationary period shall be taken against the employer especially since it thwarts the attainment of a fundamental right, that is, security of tenure.

In the instant case, there was no valid extension of the probationary period since the same had lapsed long before the company thought of extending the same. More significantly, there is no justifiable reason for the extension since, on the basis of the Performance Evaluation dated February 1, 2013, the petitioner had a commendable performance all throughout the probationary period.

Having rendered service even after the lapse of the probationary period, the petitioner had attained regular employment, with all the rights and privileges pertaining thereto. Clothed with security of tenure, she may not be terminated from employment without just or authorized cause and without the benefit of procedural due process. Since the petitioner's case lacks both, she is entitled to reinstatement with payment of full backwages, as correctly held by the NLRC.

The well-settled rule in this regard was reiterated in *Peak Ventures Corporation vs. Heirs of Villareal*,[34] to wit:

> Under Article 279 of the Labor Code, as amended by Republic Act No. 6715, an employee who is unjustly dismissed shall be entitled to (1) reinstatement without loss of seniority rights and other privileges; and, (2) full backwages, inclusive of allowances, and to other benefits or their monetary equivalent computed from the time his compensation was withheld up to the time of actual reinstatement. If reinstatement is no longer viable, separation pay is granted.[35]

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[34] 747 Phil. 320 (2014).

[35] *Id*. at 335.

The Court therefore finds it proper to reinstate the decision of the NLRC which ruled that the petitioner was illegally dismissed and held her entitled to the twin relief of reinstatement and backwages.

WHEREFORE, the Decision dated May 29, 2015 and Resolution dated November 4, 2015 of the Court of Appeals (CA) in CA-G.R. SP No. 136194 are **REVERSED and SET ASIDE**. The Decision dated January 15, 2014 of the National Labor Relations Commission in NLRC NCR Case No. 04-06101-13 is **REINSTATED**.

SO ORDERED.

Carpio[*] (*Chairperson*), *Peralta, Jardeleza*,[**] and *Caguioa, JJ.*, concur.

FIRST DIVISION

[G.R. No. 223451. March 14, 2018]

ANTONIO F. TRILLANES IV, *petitioner, vs.* **HON. EVANGELINE C. CASTILLO-MARIGOMEN, IN HER CAPACITY AS PRESIDING JUDGE OF THE REGIONAL TRIAL COURT, QUEZON CITY, BRANCH 101 and ANTONIO L. TIU,** *respondents.*

SYLLABUS

1. REMEDIAL LAW; SPECIAL CIVIL ACTIONS; *CERTIORARI*, PROHIBITION AND *MANDAMUS*; THE PETITIONS FOR THE ISSUANCE OF EXTRAORDINARY WRITS AGAINST FIRST LEVEL COURTS SHOULD BE FILED

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[*] Acting Chief Justice per Special Order No. 2539, dated February 28, 2018.

[**] Additional member per Raffle dated March 12, 2018.