



Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

INTEL TECHNOLOGY
PHILIPPINES, INC.,

Petitioner,

G.R. No. 200575

Present:

- versus -

VELASCO, JR., *J.*, Chairperson,
PERALTA,
ABAD,
MENDOZA, and
LEONEN, *JJ.*

NATIONAL LABOR
RELATIONS COMMISSION
AND JEREMIAS CABILES,
Respondents.

Promulgated:

February 5, 2014

Macapang

x -----x

DECISION

MENDOZA, *J.*:

This is a petition for review on *certiorari* under Rule 45 of the Rules of Court filed by petitioner Intel Technology Philippines, Inc. (*Intel Phil.*). It assails the October 28, 2011¹ and February 3, 2012² Resolutions of the Court of Appeals (*CA*) in CA-G.R. SP No.118880, which dismissed the petition for *certiorari* filed by Intel Phil. thereby affirming the September 2, 2010 Decision³ of the National Labor Relations Commission (*NLRC*) and its February 9, 2011 Resolution. The *NLRC* decision modified the March 18, 2010 Decision⁴ of the Labor Arbiter (*LA*), and held Intel Phil. solely liable for the retirement benefits of respondent Jeremias Cabiles (*Cabiles*).

¹ *Rollo*, pp. 69-71. Penned by Associate Justice Normandie B. Pizarro, with Associate Justice Amelita G. Tolentino and Associate Justice Rodil V. Zalameda concurring.

² *Id.* at 73-74.

³ *Id.* at 113-123. Penned by Commissioner Angelo Ang Palaña, with Commissioners Herminio V. Suelo and Numeriano D. Villena concurring.

⁴ *Id.*, Position Paper, pp. 267-272. Penned by Labor Arbiter Enrico Angelo C. Portillo.

The Facts

This case concerns the eligibility of Cabiles to receive retirement benefits from Intel Phil. granted to employees who had complied with the ten (10)-year service period requirement of the company.

Cabiles was initially hired by Intel Phil. on April 16, 1997 as an Inventory Analyst. He was subsequently promoted several times over the years and was also assigned at Intel Arizona and Intel Chengdu. He later applied for a position at Intel Semiconductor Limited Hong Kong (*Intel HK*).

In a letter,⁵ dated December 12, 2006, Cabiles was offered the position of Finance Manager by Intel HK. Before accepting the offer, he inquired from Intel Phil., through an email, the consequences of accepting the newly presented opportunity in Hong Kong, to wit:

Are there any clearance requirements I need to fulfil as I move as a local hire to Hong Kong starting February 1?? I am still on my expat assignment in Chengdu till it ends January 31. Then immediately I become a HK local employee so I don't technically repatriate and work back to my home site Philippines at all. Nevertheless, I still need to close I think my employment there and so that all my ES benefits and clearance will be closed like conversion of my vacation leaves to cash, carry over of my service tenure in CV to HK etc. Please do let me know what process I need to go through or would an email notification be enough?

Another issue I would like to clarify is with regard to my retirement benefits. I will celebrate my 10th year of service with Intel on April 16, 2007. However, because I will be moving to Hong Kong as a local hire starting February 1, would I still be entitled to retirement benefits?? Do we roundup the years of service if its close enough to 10 years?? If not, what other alternatives I have or do I just lose my years of service at Intel Philippines? Any possibility that I keep my 9.5 years and start from there when I work in the Philippines again in the future??⁶

On January 23, 2007, Intel Phil., through Penny Gabronino (*Gabronino*), replied as follows:

⁵ *Rollo*, pp. 368-369.

⁶ *Id.* at 581.

Jerry – you are not eligible to receive your retirement benefit given that you have not reached 10 years of service at the time you moved to Hong Kong. We do not round up the years of service.

There will [be] no gap in your years of service. So in case that you move back to the Philippines your total tenure of service will be computed less on the period that you are out of Intel Philippines.⁷ [Emphasis supplied]

On January 31, 2007, Cabiles signed the job offer.⁸

On March 8, 2007, Intel Phil. issued Cabiles his “Intel Final Pay Separation Voucher” indicating a net payout of ₱165,857.62. On March 26, 2007, Cabiles executed a Release, Waiver and Quitclaim (*Waiver*)⁹ in favor of Intel Phil. acknowledging receipt of ₱165,857.62 as full and complete settlement of all benefits due him by reason of his separation from Intel Phil.

On September 8, 2007, after seven (7) months of employment, Cabiles resigned from Intel HK.

About two years thereafter, or on August 18, 2009, Cabiles filed a complaint for non-payment of retirement benefits and for moral and exemplary damages with the NLRC Regional Arbitration Branch-IV. He insisted that he was employed by Intel for 10 years and 5 months from April 1997 to September 2007 – a period which included his seven (7) month stint with Intel HK. Thus, he believed he was qualified to avail of the benefits under the company’s retirement policy allowing an employee who served for 10 years or more to receive retirement benefits.

The Labor Arbiter’s Decision

On March 18, 2010, the LA ordered Intel Phil. together with Grace Ong, Nida delos Santos, Gabronino, and Pia Vilorio, to pay Cabiles the amount of HKD 419,868.77 or its peso equivalent as retirement pay with legal interest and attorney’s fees. The LA held that Cabiles did not sever his employment with Intel Phil. when he moved to Intel HK, similar to the instances when he was assigned at Intel Arizona and Intel Chengdu. Despite the clarification made by Intel Phil. regarding his ineligibility to receive retirement benefits, the LA stated that Cabiles could not be faulted if he was made to believe his non-entitlement to retirement benefits. Thus, it should

⁷ Id. at 582.

⁸ Id. at 369.

⁹ Id. at 211.

not prevent him from asserting his right to receive them. Finally, the Waiver executed by Cabiles when he left Intel Phil., was treated by the LA as no bar for claiming his retirement pay because it merely covered the last salary and commutation of sick leaves and vacation leaves to the exclusion of retirement benefits. The dispositive portion of the LA decision reads:

WHEREFORE, premises considered, Respondents are hereby ordered to pay complainant the amount of Four Hundred Nineteen Thousand Eight Hundred Sixty-Eight and 77/100 Hong Kong Dollars (HKD419,868.77) or its Peso equivalent as retirement pay with legal interest until satisfied, and to pay attorney's fees equivalent to ten percent (10%) of the judgment award.

SO ORDERED.¹⁰

The NLRC Ruling

On appeal, the NLRC affirmed with modification the LA decision. In its September 2, 2010 Decision, the NLRC held Intel Phil. solely liable to pay Cabiles his retirement benefits. It determined that his decision to move to Intel HK was not definitive proof of permanent severance of his ties with Intel Phil. It treated his transfer to Hong Kong as akin to his overseas assignments in Arizona and Chengdu. As to the email exchange between Cabiles and Intel Phil., the NLRC considered the same as insufficient to diminish his right over retirement benefits under the law. Meanwhile, the NLRC disregarded the Waiver because at the time it was signed, the retirement pay due him had not yet accrued. Hence:

WHEREFORE, the appealed Decision is **MODIFIED**. Respondent-appellant Intel Technology Phil., Inc. is ordered to pay complainant-appellee Jeremias Cabiles the sum [xx] of Four Hundred Nineteen Thousand Eight Hundred Sixty Eight and 77/100 Hong Kong Dollars (HKD419,868.77) or its equivalent in Philippine peso as retirement pay together with legal interest thereon and attorney's fees computed at ten percent (10%) of the award.

The individual respondents-appellants Grace Ong, Nida delos Santos, Penny Gabronino and Pia Vilorio are **RELIEVED** from any personal liability resulting from the foregoing.

SO ORDERED.¹¹

¹⁰ Id. at 272.

¹¹ Id. at 122.

Intel Phil. moved for reconsideration but its motion was denied in the NLRC Resolution,¹² dated February 9, 2011.

The CA Decision

Aggrieved, Intel Phil. elevated the case to the CA via a petition for *certiorari* with application for a Temporary Restraining Order (*TRO*) on April 5, 2011. The application for TRO was denied in a Resolution, dated July 5, 2011. A motion for reconsideration, dated July 27, 2011, was filed, but it was denied in a Resolution, dated October 28, 2011, which also dismissed the petition for certiorari.¹³

On December 1, 2011, Intel Phil. filed a motion for reconsideration.

Earlier, on September 19, 2011, pending disposition of the petition before the CA, the NLRC issued a writ of execution¹⁴ against Intel Phil.:

NOW, THEREFORE, you are commanded to proceed to the premises of respondent **INTEL TECHNOLOGY PHILIPPINES, INCORPORATED** located at Gateway Business Park, Javalera, General Trias, Cavite or anywhere in the Philippines where it could be located to collect the amount of Three Million Two Hundred One Thousand Three Hundred Ninety Eight Pesos and Sixty Centavos (₱3,201,398.60) and turn over the same to this Office for appropriate disposition.

You are likewise directed to collect from the respondents the amount of Thirty One Thousand Five Hundred Ten Pesos (₱31,510.00) representing the execution fees pursuant to the provisions of the NLRC Manual of Execution of Judgment.

In case you fail to collect the said amount in cash, you are directed to cause the satisfaction of the same out of the respondents' chattels or movable goods or in the absence thereof, out of the immovable properties not exempt from execution and return this Writ of Execution to the undersigned not more than five (5) years from receipt hereof together with the report not later than thirty (30) days from receipt and every thirty (30) days thereafter pursuant to Section 12, Rule XI of the 2001 NLRC Rules of Procedures.¹⁵

As ordered by the NLRC, Intel Phil. satisfied the judgment on December 13, 2011 by paying the amount of ₱3,201,398.60 which included

¹² Id. at 125-137.

¹³ Id. at 69-71.

¹⁴ Id. at 789-790.

¹⁵ Id. at 790.

the applicable withholding taxes due and paid to the Bureau of Internal Revenue. Cabiles received a net amount of ₱2,485,337.35, covered by the Bank of the Philippine Islands Manager's Check No. 0000000806.¹⁶

By reason thereof, Intel Phil. filed on December 21, 2011 a Supplement to the Petition for Certiorari¹⁷ praying, in addition to the reliefs sought in the main, that the CA order the restitution of all the amounts paid by them pursuant to the NLRC's writ of execution, dated September 19, 2011.

In its February 3, 2012 Resolution,¹⁸ the CA noted without action the supplement to the petition for certiorari of Intel Phil. and denied the December 21, 2011 motion for reconsideration.

Hence, this petition.

ISSUES

I

The Court of Appeals committed serious error in dismissing the Petition for Certiorari without expressing clearly and distinctly the facts and the law on which its decision was based.

II

The Court of appeals committed serious and reversible error in not finding that respondent NLRC gravely abused its discretion when it ruled that private respondent was entitled to retire under Intel Philippines' retirement plan.

III

The Court of Appeals committed serious and reversible error in not finding that respondent NLRC gravely abused its discretion in annulling private respondent's quitclaim.

IV

The Court of Appeals committed serious and reversible error in not finding that Cabiles has the legal obligation to return all the amounts paid by Intel pursuant to the writ of execution.¹⁹

¹⁶ Id. at 792.

¹⁷ Id. at 794-799.

¹⁸ Id. at 73.

¹⁹ Id. at 31-32.

Intel Phil. insists as serious error the CA's affirmation of the NLRC decision holding it liable for the retirement benefits claimed by Cabiles. It contends that he is disqualified to receive the benefits for his failure to complete the required minimum ten (10) years of service as he resigned to assume new responsibilities with Intel HK effective February 1, 2007.

Respondent's Position

In his Comment,²⁰ Cabiles submits (1) that the petition presents questions of fact which cannot be reviewed via Rule 45; and (2) that the CA did not err when it affirmed the NLRC ruling:

- (a) for his entitlement to retirement pay as he was under the employ of Intel Phil. for more than ten (10) years in accordance with the prevailing retirement policy;
- (b) for the nullity of the quitclaim as he was misled to believe that he was disqualified to receive retirement benefits; and
- (c) for his right to receive legal interest, damages and attorney's fees.

Cabiles views his employment with Intel HK as a continuation of his service with Intel Phil. alleging that it was but an assignment by his principal employer, similar to his assignments to Intel Arizona and Intel Chengdu. Having rendered 9.5 years of service with Intel Phil. and an additional seven months with Intel HK, he claims that he had completed the required 10 year continuous service²¹ with Intel Phil., thus, qualifying him for retirement benefits.

In its Reply, Intel Phil. reiterates the arguments contained in its petition.

The Court's Ruling

Review of Factual Findings

As a general rule, this Court is not a trier of facts and a petition for review on *certiorari* under Rule 45 of the Rules of Court must exclusively

²⁰ Id. at 820-850.

²¹ Intel Philippines Retirement Policy provides:

Section 7. Resignation Retirement Benefit

A participant who, with 60 days prior notice to the Company, resigns from the Company with the completion of at least ten (10) years of Plan Service, but without having entitlement to the benefit mentioned in Section 2 to Section 6 of this Article, shall be entitled to a lump sum benefit of Pensionable Salary per year of Pensionable Service. xxx

raise questions of law.²² Nevertheless, this Court will not hesitate to deviate from what are clearly procedural guidelines and disturb and strike down the findings of the CA and those of the labor tribunals if there is a showing that they are unsupported by the evidence on record or there was a patent misappreciation of facts. Indeed, that the impugned decision of the CA is consistent with the findings of the labor tribunals does not *per se* conclusively demonstrate its correctness. By way of exception to the general rule, this Court will scrutinize the facts if only to rectify the prejudice and injustice resulting from an incorrect assessment of the evidence presented.²³

It is in this wise that the Court agrees with Intel Phil. that the CA seriously erred in affirming the findings of the NLRC on the face of substantial evidence showing Cabiles' disqualification to receive the retirement benefits. The Court, therefore, reverses the ruling of the CA for the reasons hereinafter discussed.

Cabiles Resigned from Intel Philippines

Cabiles calls the attention of the Court to the lack of evidence proving his resignation. On the contrary, he states that no severance of relationship was made upon his transfer to Intel HK.

The Court is not convinced.

Resignation is the formal relinquishment of an office,²⁴ the overt act of which is coupled with an intent to renounce. This intent could be inferred from the acts of the employee before and after the alleged resignation.²⁵

In this case, Cabiles, while still on a temporary assignment in Intel Chengdu, was offered by Intel HK the job of a Finance Manager.

In contemplating whether to accept the offer, Cabiles wrote Intel Phil. providing details and asking as follows:

Are there any clearance requirements I need to fulfil as I move as a local hire to Hong Kong starting February 1?? I am still on my expat assignment in Chengdu till it ends January 31. Then immediately I become a HK local employee so I don't technically repatriate and work back to my home site Philippines at all.

²² *Cirtek Employees Labor Union-Federation of Free Workers v. Cirtek Electronics, Inc.*, G.R. No. 190515, January 6, 2011, 650 SCRA 656.

²³ *Timoteo H. Sarona v. NLRC, Royale Security Agency and Cesar S. Tan*, G.R. No. 185280, January 18, 2012, 663 SCRA 394, 415.

²⁴ *Go v. Court of Appeals*, G.R. No. 158922, May 28, 2004, 430 SCRA 358, 367

²⁵ *San Miguel Properties Philippines, Inc. v. Gucaban*, G.R. No. 153982, July 18, 2011, 654 SCRA 18, 28-29.

Nevertheless, I still need to close I think my employment there and so that all my ES benefits and clearance will be closed like conversion of my vacation leaves to cash, carry over of my service tenure in CV to HK etc. Please do let me know what process I need to go through or would an email notification be enough?

Another issue I would like to clarify is with regard to my retirement benefits. Will celebrate my 10th year of service with Intel on April 16, 2007. However, because I will be **moving to Hong Kong as a local hire starting February 1**, would I still be entitled to retirement benefits?? Do we roundup the years of service if its close enough to 10 years?? If not, what other alternatives I have or do I just lose my years of service at Intel Philippines? Any possibility that I keep my 9.5 years and start it from there when I work in the Philippines again in the future??²⁶ [Emphases supplied]

This communication manifested two of his main concerns: a) clearance procedures; and b) the probability of getting his retirement pay despite the non-completion of the required 10 years of employment service. Beyond these concerns, however, was his acceptance of the fact that he would be ending his relationship with Intel Phil. as his employer. The words he used - *local hire, close, clearance* – denote nothing but his firm resolve to voluntarily disassociate himself from Intel Phil. and take on new responsibilities with Intel HK.

Despite a non-favorable reply as to his retirement concerns, Cabiles still accepted the offer of Intel HK.

His acceptance of the offer meant letting go of the retirement benefits he now claims as he was informed through email correspondence that his 9.5 years of service with Intel Phil. would not be rounded off in his favor. He, thus, placed himself in this position, as he chose to be employed in a company that would pay him more than what he could earn in Chengdu or in the Philippines.

The choice of staying with Intel Phil. *vis-à-vis* a very attractive opportunity with Intel HK put him in a dilemma. If he would wait to complete ten (10) years of service with Intel Phil. (in about 4 months) he would enjoy the fruits of his retirement but at the same time it would mean forfeiture of Intel HK's compensation offer in the amount of HK \$ 942,500.00, an amount a lot bigger than what he would receive under the plan. He decided to forfeit and became Intel HK's newest hire.

²⁶ *Rollo*, p. 581.

All these are indicative of the clearest intent of Cabiles to sever ties with Intel Phil. He chose to forego his tenure with Intel Phil., with all its associated benefits, in favor of a more lucrative job for him and his family with Intel HK.

The position of Cabiles that he was being merely assigned leads the Court to its next point.

No Secondment Contract Exists

Cabiles views his employment in Hong Kong as an assignment or an extension of his employment with Intel Phil. He cited as evidence the offer made to him as well as the letter, dated January 8, 2007,²⁷ both of which used the word “assignment” in reference to his engagement in Hong Kong as a clear indication of the alleged continuation of his ties with Intel Phil.

The foregoing arguments of Cabiles, in essence, speak of the “theory of secondment.”

The Court, however, is again not convinced.

The continuity, existence or termination of an employer-employee relationship in a typical secondment contract or any employment contract for that matter is measured by the following yardsticks:

1. the selection and engagement of the employee;
2. the payment of wages;
3. the power of dismissal; and
4. the employer’s power to control the employee’s conduct.²⁸

As applied, all of the above benchmarks ceased upon Cabiles’ assumption of duties with Intel HK on February 1, 2007. Intel HK became the new employer. It provided Cabiles his compensation. Cabiles then became subject to Hong Kong labor laws, and necessarily, the rights appurtenant thereto, including the right of Intel HK to fire him on available grounds. Lastly, Intel HK had control and supervision over him as its new Finance Manager. Evidently, Intel Phil. no longer had any control over him.

²⁷ Id. at 853.

²⁸ *Victorio Meteor v. Creative Creatures Inc.*, G.R. No. 171275, July 13, 2009, 592 SCRA 481, 492.

Although in various instances, his move to Hong Kong was referred to as an “assignment,” it bears stressing that it was categorized as a “permanent transfer.” In *Sta. Maria v. Lopez*,²⁹ the Court held that “*no permanent transfer can take place unless the officer or employee is first removed from the position held, and then appointed to another position.*” Undoubtedly, Cabiles’ decision to move to Hong Kong required the abandonment of his permanent position with Intel Phil. in order for him to assume a position in an entirely different company. Clearly, the “transfer” was more than just an assignment. It constituted a severance of Cabiles’ relationship with Intel Phil., for the assumption of a position with a different employer, rank, compensation and benefits.

Hence, Cabiles’ theory of secondment must fail.

The NLRC, however, was of the view that the transfer of Cabiles to Intel HK was similar to his assignments in Intel Chengdu and Intel Arizona.

The Court finds this conclusion baseless.

What distinguishes Intel Chengdu and Intel Arizona from Intel HK is the lack of intervention of Intel Phil. on the matter. In the two previous transfers, Intel Phil. remained as the principal employer while Cabiles was on a temporary assignment. By virtue of which, it still assumed responsibility for the payment of compensation and benefits due him. The assignment to Intel HK, on the other hand, was a permanent transfer and Intel Phil. never participated in any way in the process of his employment there. It was Cabiles himself who took the opportunity and the risk. If it were indeed similar to Intel Arizona and Intel Chengdu assignments, Intel Philippines would have had a say in it.

***Release, Waiver and Quitclaim Valid
Terms Are Clear***

Contrary to the conclusion affirmed by the CA, the Waiver executed by Cabiles was valid.

²⁹ G.R. No. L-30773, 18 February 1970, 31 SCRA 637.

In *Goodrich Manufacturing Corporation, v. Ativo*,³⁰ the Court reiterated the standards that must be observed in determining whether a waiver and quitclaim had been validly executed:

Not all waivers and quitclaims are invalid as against public policy. If the agreement was voluntarily entered into and represents a reasonable settlement, it is binding on the parties and may not later be disowned simply because of a change of mind. It is only where there is clear proof that the waiver was wangled from an unsuspecting or gullible person, or the terms of settlement are unconscionable on its face, that the law will step in to annul the questionable transaction. But where it is shown that the person making the waiver did so voluntarily, with full understanding of what he was doing, and the consideration for the quitclaim is credible and reasonable, the transaction must be recognized as a valid and binding undertaking.

In *Callanta v. National Labor Relations Commission*,³¹ this Court ruled that:

It is highly unlikely and incredible for a man of petitioner's position and educational attainment to so easily succumb to private respondent company's alleged pressures without even defending himself nor demanding a final audit report before signing any resignation letter. Assuming that pressure was indeed exerted against him, there was no urgency for petitioner to sign the resignation letter. He knew the nature of the letter that he was signing, for as argued by respondent company, petitioner being "a man of high educational attainment and qualification, x x x he is expected to know the import of everything that he executes, whether written or oral."³²

Here, the NLRC concluded in its February 9, 2011 Resolution³³ that the Waiver was executed merely to allow Intel Phil. to escape its obligation to pay the retirement benefits, thus, violative of law, morals, and public policy. The Court, however, sees no clear evidence in the records showing that Cabiles was constrained into signing the document. Also, it cannot be said that Cabiles did not fully understand the consequences of signing the Waiver. Being a person well-versed in matters of finance, it would have been impossible for him not to have comprehended the consequences of signing a waiver. Failing to see any evidence to warrant the disregard of the Waiver, the Court is unable to affirm the CA and, hence, declares it as valid and binding between Cabiles and Intel Phil..

³⁰ G.R. No. 188002, February 1, 2010, 611 SCRA 261, citing *Periquet v. NLRC*, 264 Phil. 1115, 1122 (1990).

³¹ G.R. No. 105083, August 20, 1993, 225 SCRA 526.

³² Id. at 535.

³³ *Rollo*, pp. 403-415.

Assuming the Waiver was valid, the NLRC contended that it could not be construed to cover the claims for the retirement pay because it had not yet accrued at the time the document was signed by Cabiles.

The Court finds Itself unable to agree.

The terms of the Waiver are clear:

I, Jeremias P. Cabiles, Filipino, of legal age and a resident of xxx hereby acknowledge receipt from Intel Technology Philippines, Inc. (the Company) the amount of xxx, in full and complete settlement of all benefits due me by reason of my lawful separation from the Company effective February 1, 2007.

In consideration of the foregoing:

- 1. I release, remise and forever discharge the Company, its successors-in-interest, its stockholders, its officers, directors, agents or employees from any action, sum of money, damages, claims and demands whatsoever, which in law or in equity I ever had, now have, or which I, my heirs, successors and assigns hereafter may have by reason of any matter, cause or thing whatsoever, up to the time of these presents, the intention thereof being to completely and absolutely release the Company, its successors-in-interest, xxx from all liabilities arising wholly, partially, or directly from my employment with the Company.**

xxx

xxx

xxx

- 5. I acknowledge that I have received all amounts that are now or in the future may be due me from the Company. I also acknowledge that during the entire period of my employment with the Company, I received or was paid all compensation, benefits and privileges, to which I am entitled under all laws and policies of the Company by reason of my past employment and/or engagement therewith, and if I hereafter be found in any manner to be entitled to any amount, the aforementioned monetary amount is a full and final satisfaction of any and all such undisclosed claims. (Emphasis supplied)³⁴**

³⁴ Id. at 211.

Suffice it to state that nothing is clearer than the words used in the Waiver duly signed by Cabiles – that all claims, in the present and in the future, were waived in consideration of his receipt of the amount of ₱165,857.62. Because the waiver included all present and future claims, the non-accrual of benefits cannot be used as a basis in awarding retirement benefits to him.

Lastly, even if the Court assumes that the Waiver was invalid, Cabiles nonetheless remains disqualified as a recipient of retirement benefits because, as previously discussed, the ten-year minimum requirement was not satisfied on account of his early resignation.

Cabiles is not entitled to the Retirement Benefits

Having effectively resigned before completing his 10th year anniversary with Intel Phil. and after having validly waived all the benefits due him, if any, Cabiles is hereby declared ineligible to receive the retirement pay pursuant to the retirement policy of Intel Phil.

For that reason, Cabiles must return all the amounts he received from Intel Phil. pursuant to the Writ of Execution issued by the NLRC, dated September 19, 2011.


WHEREFORE, the petition is **GRANTED**. The assailed October 28, 2011 and February 3, 2012 Resolutions of the Court of Appeals are hereby **REVERSED** and **SET ASIDE**.

Respondent Jeremias P. Cabiles is ordered to make restitution to petitioner Intel Technology Philippines Inc. for whatever amounts he received pursuant to the Writ of Execution issued by the National Labor Relations Commission, dated September 19, 2011.

SO ORDERED.


JOSE CATRAL MENDOZA
Associate Justice

WE CONCUR:



PRESBITERO J. VELASCO, JR.

Associate Justice
Chairperson



DIOSDADO M. PERALTA
Associate Justice




ROBERTO A. ABAD
Associate Justice



MARVIC MARIO VICTOR F. LEONEN
Associate Justice

A T T E S T A T I O N

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.



PRESBITERO J. VELASCO, JR.

Associate Justice
Chairperson, Third Division

W

C E R T I F I C A T I O N

Pursuant to Section 13, Article VIII 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.



MARIA LOURDES P. A. SERENO
Chief Justice