Republic of the Philippines
SUPREME COURT
Baguio City

CERTIFIED TRUE COPY
WILFREDO V. LAPEÑAN
Division Clerk of Court
Third Division
MAY 25 2018

THIRD DIVISION

UNIVERSITY OF THE EAST and DR. ESTER GARCIA, Petitioners,	**G.R. No. 226727**
	Present:
- versus -	VELASCO, JR., *J.*, Chairperson, LEONEN, JARDELEZA,* MARTIRES, and GESMUNDO, *JJ.*
VERONICA M. MASANGKAY and GERTRUDO R. REGONDOLA, Respondents.	Promulgated: April 25, 2018

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DECISION

VELASCO, JR., *J.*:

This is a Petition for Review on Certiorari under Rule 45 of the Rules of Court seeking the reversal and setting aside of the February 19, 2016 Decision[1] and August 26, 2016 Resolution of the Court of Appeals (CA) in CA-G.R. SP No. 132774, entitled "*Veronica M. Masangkay and Gertrudo R. Regondola v. University of the East, Dr. Ester Garcia and The National Labor Relations Commission.*"

Respondents Veronica M. Masangkay (Masangkay) and Gertrudo R. Regondola (Regondola) were regular faculty members, Associate Professors, and Associate Deans of petitioner University of the East (UE) – Caloocan Campus, prior to their dismissal on November 26, 2007.

While holding said positions at UE, respondents submitted three (3) manuals, namely: Mechanics, Statics, and Dynamics, requesting said manuals' temporary adoption as instructional materials. Respondents represented themselves to be the rightful authors thereof, together with their co-author, a certain Adelia F. Rocamora (Rocamora). Accompanying said requests are certifications under oath, signed by respondents, declaring under

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* Additional Member per Raffle dated December 6, 2017.

[1] Penned by Associate Justice Maria Elisa Sempio Diy with the concurrence of Associate Justices Ramon M. Bato, Jr. and Manuel M. Barrios.

pain of perjury, and openly certifying that the manuals are entirely original and free from plagiarism. Said certification reads:

> We hereby certify that the contents of the manual MECHANICS FOR ECE AND COE by Gertrudo R. Regondola, et al. to be used in the subjects ECE 311N are entirely original and free from plagiarism.
>
> (SGD.)
> Gertrudo R.
> Regondola
>
> (SGD.)
> Veronica Masangkay[2]

After review, UE approved the requests for use of said manuals by students of the College of Engineering.

Thereafter, petitioners received two (2) complaint-letters via electronic mail (e-mail) from a certain Harry H. Chenoweth and Lucy Singer Block. Chenoweth and Block's father are authors, respectively, of three books, namely: Applied Engineering Mechanics, Engineering Mechanics, 2nd Edition, 1954, and Engineering Mechanics: Statics & Dynamics, 3rd Edition, 1975. They categorically denied giving respondents permission to copy, reproduce, imitate, or alter said books, and asked for assistance from UE to stop the alleged unlawful acts and deal with this academic dishonesty.

Prompted by the seriousness of the allegations, UE investigated the matter. After a thorough evaluation of the alleged plagiarized portions, petitioner conducted an investigation in which respondents actively participated and filed their Answer. Eventually, UE's Board of Trustees issued Resolution No. 2007-11-84 dismissing respondents. Notices of Dismissal effective November 26, 2007 were sent to respondents and Rocamora via registered mail.

Unlike herein respondents, Rocamora sought reconsideration of the decision to the Board of Trustees. Respondents, however, did not appeal the decision terminating them and instead opted to claim their benefits due them, which consisted of leave credits, sick leave, holiday pay, bonuses, shares in tuition fee increase, COLA, and RATA. For her part, respondent Masangkay requested that a portion of her benefits be applied to her existing car loan. For the amounts that they received, they signed vouchers and pay slips. These were duly acted upon by UE.

Rocamora's case

It appears that after the Board of Trustees denied reconsideration of Rocamora's dismissal, the latter filed a case against UE for illegal dismissal. Eventually reaching this Court, the illegality of her dismissal was upheld by

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[2] *Rollo*, p. 89.

the Court through a resolution in *University of the East and Dr. Ester Garcia v. Adelia Rocamora*, G.R. No. 199959, February 6, 2012.

Meanwhile, almost three years after having been dismissed from service and after collecting their accrued benefits, respondents then filed a complaint for illegal dismissal on July 20, 2010, docketed as NLRC NCR No. 07-09924-10, entitled "*Veronica M. Masangkay and Gertrudo R. Regondola v. University of the East (UE), President Ester Garcia.*"

Ruling of the Labor Arbiter

In its February 28, 2011 ruling,[3] the labor arbiter held that respondents were illegally dismissed and ordered their reinstatement without loss of seniority rights and other benefits and full backwages inclusive of allowances until actual reinstatement. UE was directed to pay a total of ₱4,623,873.34 representing both respondents' backwages, allowances, 13th month pay, moral and exemplary damages. Thus:

> WHEREFORE, premises considered, judgment is hereby rendered finding complainants to have been ILLEGALLY DISMISSED. Respondents are ordered to immediately reinstate complainants to their position without loss of seniority rights and other benefits and full backwages inclusive of allowances until actual reinstatement. Respondent University of the East is directed to pay complainants the following:
>
> VERONICA M. MASANGKAY
>
1.	BACKWAGES: 11/1/07 – 2/28/11 50,000 x 39.93 =	₱1,996,500.00	
	13th MO. PAY: ₱1,996,500/12 =	₱ 166,375.00	
	ALLOWANCE: 41741 ₱3,000.00 X 39.93 =	₱ 119,790.00	₱2,282,665.00
2.	13th MO. PAY 7/20/2007 – 10/31/2007 ₱50,000 x 3.40 / 12 =		₱ 14,166.67
3.	MORAL DAMAGES		₱ 50,000.00
4.	EXEMPLARY DAMAGE		₱ 25,000.00
		TOTAL:	₱2,371,831.67

> GERTRUDO R. REGONDOLA
>
5.	BACKWAGES: November 1, 2007 – February 28, 2011 50,000.00 x 39.93 =	₱1,996,500.00	
	13th MO. PAY: ₱1,996,500/12 =	₱ 166,375.00	
	ALLOWANCE: ₱3,000.00 X 39.93 =		₱2,162,875.00
6.	13th MO. PAY July 20, 2007 – October 31, 2007 ₱50,000 x 3.40 / 12 =		₱ 14,166.67
7.	MORAL DAMAGES		₱ 50,000.00
8.	EXEMPLARY DAMAGE		₱ 25,000.00

[3] By Labor Arbiter Enrique L. Flores, Jr.

	TOTAL:	₱ 2,252,041.67
10% Attorney's Fees	462,287.33	
GRAND TOTAL:		₱4,623,873.34

SO ORDERED.[4]

NLRC Decision

The case reached the National Labor Relations Commission (NLRC), where the Commission reversed the labor arbiter's ruling and disposed of the case in this wise:

> WHEREFORE, the appeal of respondents is GRANTED and the labor arbiter's Decision is REVERSED and SET ASIDE. The instant complaint is DISMISSED for lack of merit.
>
> SO ORDERED.[5]

Their motion for reconsideration having been denied,[6] respondents elevated the case to the CA.

CA Ruling

The appellate court reinstated the labor arbiter's ruling that petitioners failed to prove that indeed a just cause for respondents' dismissal exists. Too, it emphasized, among others, that the instant petition is bound by this Court's Decision in the Rocamora case, calling for the application of the doctrine of *stare decisis*. The CA thus disposed of the case in this manner:

> **IN VIEW OF ALL THESE,** the petition is **GRANTED**. The assailed Decision dated June 29, 2012 and Resolution dated September 17, 2013 of public respondent National Labor Relations Commission are **SET ASIDE**. The Decision dated February 28, 2011 of the Labor Arbiter is **REINSTATED**.
>
> **SO ORDERED.**

The CA denied reconsideration of the questioned Decision in the assailed Resolution of August 26, 2016, prompting petitioners to file the instant petition, raising the following issues, to wit:

1) Whether or not respondents' misrepresentation, dishonesty, plagiarism and/or copyright infringement which is considered academic dishonesty tantamount to serious misconduct is a just and valid cause for their dismissal.

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[4] *Rollo*, p. 143.

[5] Id. at 122-123. Penned by Commissioner Romeo L. Go, with the concurrence of Commissioners Gerardo C. Nograles and Perlita B. Velasco.

[6] Id. at 87-99. In a Resolution dated September 27, 2013. Commissioner Gerardo C. Nograles, dissenting.

2) Whether or not the CA erroneously applied the principle of *stare decisis*.

3) Whether or not respondents are entitled to reinstatement with full backwages, and other monetary awards despite the fact that they were dismissed for valid cause under the Labor Code.

4) Whether or not the award of damages and attorney's fees have factual and legal basis.

Petitioners argue, among others, that the instant case cannot be bound by the Rocamora case via application of the doctrine of *stare decisis* because of substantial differences in Rocamora's situation and in that of respondents, as noted by the NLRC. Too, petitioners maintain that plagiarism, a form of academic dishonesty, is a serious misconduct that justly warrants herein respondents' dismissal.

This Court's Ruling

We resolve to grant the petition.

The principle of *stare decisis* requires that once a case has been decided one way, the rule is settled that any other case involving exactly the same point at issue should be decided in the same manner.[7] It simply means that for the sake of certainty, a conclusion reached in one case should be applied to those that follow if the facts are substantially the same, even though the parties may be different. It proceeds from the first principle of justice that, absent any powerful countervailing considerations, like cases ought to be decided alike. Thus, where the same questions relating to the same event have been put forward by the parties *similarly situated* as in a previous case litigated and decided by a competent court, the rule of *stare decisis* is a bar to any attempt to relitigate the same issue.[8]

Applying said principle, the CA held that Our ruling in *University of the East v. Adelia Rocamora*[9] is a precedent to the case at bar, involving, as it does, herein respondents' co-author and tackling the same violation—the alleged plagiarism of the very same materials subject of the instant case.

In this petition, UE, however, asserts that the case of respondents substantially varies from Rocamora so as not to warrant the application of said rule.

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[7] *Petron Corporation v. Commissioner of Internal Revenue*, G.R. No. 180385, July 28, 2010, 626 SCRA 100, 122.

[8] *CIR v. The Insular Life Assurance Co. Ltd.*, G.R. No. 197192, June 4, 2014, citing *Chinese Young Men's Christian Association of the Philippine Islands v. Remington Steel Corporation*, 573 Phil. 320, 337 (2008).

[9] G.R. No. 199959, February 6, 2012.

Indeed, the CA erred when it relied on Our ruling in *University of the East v. Adelia Rocamora* in resolving the present dispute. Our decision in *Rocamora*, rendered via a Minute Resolution, is not a precedent to the case at bar even though it tackles the same violation—the alleged plagiarism of the very same materials subject of the instant case, which was initiated by respondents' co-author. This is so since respondents are simply not similarly situated with Rocamora so as to warrant the application of the doctrine of *stare decisis*.

A legal precedent is a principle or rule established in a previous case that is either binding on or persuasive for a court or other tribunal when deciding subsequent cases with similar issues or facts.

Here, We find that the Rocamora case is not on all fours with the present dispute, thereby removing it from the application of the principle of *stare decisis*. *First*, herein respondents categorically represented to UE under oath that the Manuals were free from plagiarism—an act in which their co-author Rocamora did not participate. *Second*, respondents benefited financially from the sale of the Manuals while Rocamora did not. *Third*, respondents acquiesced to UE's decision to terminate their services and even requested the release of and thereafter claimed the benefits due them.

Aside from these, respondents executed a Certification categorically stating **under oath and declaring under pain of perjury** that the manuals are entirely original and free from plagiarism. To reiterate:

> We hereby certify that the contents of the manual MECHANICS FOR ECE AND COE by Gertrudo R. Regondola, et al. to be used in the subjects ECE 311N are entirely original and free from plagiarism.
>
> (SGD.)
> Gertrudo R. Regondola
>
> (SGD.)
> Veronica Masangkay[10]

As correctly noted by the NLRC in its September 17, 2013 Resolution,[11] Rocamora made no such undertaking with respect to the subject materials. This Certification is crucial in determining the guilt of herein respondents and cannot simply be disregarded.

By expressly guaranteeing to UE that their Manuals were entirely original, coupled by their omission to attribute the copied portions to the original authors thereof, as per the Memorandum submitted by Chancellor Celso D. Benologa, it is apparent that respondents represented said copied portions as their own.

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[10] *Rollo*, p. 89.
[11] Id. at 87-93.

More importantly, We find that the CA erred in disregarding the evidence presented by petitioner as regards the issue of plagiarism.

In the assailed ruling, the CA held that petitioner UE failed to prove that respondents were indeed guilty of the charge of misconduct or dishonesty through plagiarism—a form of academic dishonesty. It found that the evidence does not show that respondents were motivated with wrongful intent in publishing the manuals.[12] In ruling thus, the appellate court heavily relied on the approval of the manual by the Textbook Evaluation and Publishing Office (TEPO) and the Board of Trustees in exculpating respondents from liability.

The CA also found that their act of allegedly plagiarizing the books of Chenoweth and Singer was not duly proven since the two (2) e-mails from Chenoweth and Block were not verified such that, therefore, such e-mails afford no assurance of their authenticity and reliability.[13] The CA went on to state that "[h]aving issues on their authenticity and reliability, the allegations in the e-mails are mere speculations that, therefore, such fact renders such e-mails inadmissible in evidence against petitioners."[14]

The CA, in its Resolution, thereafter ruled that the evidence charging respondents with plagiarism was inadmissible, viz:

> Be that as it may, We reiterate that private respondents failed to sufficiently prove that petitioners were guilty of plagiarism that would warrant the latter's dismissal from service. In order to prove petitioners' act of plagiarizing the books of Chenoweth and Ferdinand Singer, private respondents only presented the following: unauthenticated and unverified e-mails from Chenoweth and Block and the Lecture Guides/Manuals. The e-mails from Chenoweth and Block, being unauthenticated, are, therefore, inadmissible in evidence against petitioners. Private respondents cannot merely rely on the Lecture Guides/Manuals in order to show that petitioners were guilty of plagiarism. The reason is that such Lecture Guides/Manuals were duly scrutinized and evaluated by the TEPO, through its Board of Textbooks Review, and were eventually approved by the UE Board of Trustees. It would be absurd for private respondents to declare the Lecture Guides/Manuals as plagiarized documents when in the first place, private respondents, through TEPO and the UE Board of Trustees, had initially scrutinized and approved the same.[15]

In labor cases, the deciding authority should use every reasonable means to ascertain speedily and objectively the facts, without regard to technicalities of law and procedure. Technical rules of evidence are not strictly binding in labor cases such as the instant one.[16] Thus, it was error on

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[12] Id. at 81.
[13] Id. at 80.
[14] Id.
[15] Id. at 70.
[16] *Spic N Span Services Corporation v. Gloria Paje, Lolita Gomez, Miriam Catacutan, Estrella Zapata, Gloria Sumang, Juliet Dingal, Myra Amante, and Fe S. Bernando*, G.R. No. 174084, August 25, 2010, citing *Philippine Telegraph and Telephone Corporation v. NLRC*, G.R. No. 80600, March 21, 1990, 183 SCRA 451.

the part of the CA to disregard the evidence presented by petitioners to establish the act of plagiarism committed by respondents.

It is worthy to note that the CA failed to examine the actual text written in the manual and compare the same with the work claimed to have been plagiarized. However, after a thorough review of the records of the case, the Court finds that respondents, indeed, plagiarized the works of Chenoweth and Singer. It is glaring from a comparison of the subject text that respondents heavily lifted portions of the said books, as reported in the Memorandum submitted by Chancellor Celso F. Bebologa,[17] thus:

> **FINDINGS:**
>
> 1. In his Memorandum dated March 15, 2007, Dean Constantino T. Yap verified Mr. Chenoweth's claim that he is one of the authors of the textbook "Applied Engineering Mechanics". (EXHIBIT "1")
>
> 2. At least three (3) books containing the names of Masangkay, Rocamora, Regondola, and Tolentino were copied verbatim or with slight modifications from the following original engineering books:
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>   - Engineering Mechanics, Second Edition, by Ferdinand L. Singer
>   - Applied Engineering Mechanics, Metric Edition, by Alfred Jensen, Harry H. Chenoweth, adapted by David N. Watkins
>
>   Another author, Hibbeler, is also mentioned as a source of the "reproduction" but the specific book is not identified (EXHIBITS "2," "3," "4," & "5")
>   Tolentino's name appeared only in one of the three books copied from the original (EXHIBITS "6" TO "6-B," "7" TO "7-B" & "8" TO "8-B").
>
> 3. No publisher is indicated in the "copied" volumes which are made of low quality paper.
>
> **OTHER INFORMATION**
>
> - "Reproduced" copies are sold to students. Copies bought by students are retrieved by professors at the end of the school term. Records of students who failed to return the "reproduced" copies bought by them are marked LFR and/or NC.
>
> - Students interested to buy the "reproduced" book are referred to specific bookstores. A bookstore – Special & Journal – with address at No. 76 Samson Road, Caloocan City is selling the "reproduced" books.
>
> - Some professors reportedly own or operate printing press facilities. Others are holding personal review classes or having their own review centers.
>
> - There are pending lapsed applications for removal of LFR at the Engineering Department. Professors alleged their class records

[17] *Rollo*, pp. 282-284.

were lost when required to present them to support the applications.

In a letter requiring respondents to provide the basis of their appeal of their dismissal, Dr. Ester A. Garcia quoted the findings of the Faculty Disciplinary Board:

SUMMARY OF FINDINGS

1. **From the books of Singer, 558 sentences/figures were plagiarized and used in the manuals of Respondents, either verbatim or with modification; while from the book of Jensen-Chenoweth, 52 sentences and figures were likewise taken and used in Respondents' manuals.**

2. Respondents did not mention, as required in Section 184 of the Intellectual Property Law, the sources and the names of the authors of the textbooks from where they lifted passages, illustrations, and tables used in their manuals.

3. In their request to TEPO for temporary adoption of the manuals, Respondents certified under oath that the manuals are all original and free from plagiarism. Other investigation, however, shows otherwise. (emphasis ours)

To this Court, the bulk of the copied text vis-à-vis the said Certification clearly shows wrongful intent on the part of respondents. We cannot subscribe to the CA ruling that respondents were in good faith since, being the principal authors thereof, they had full knowledge as to what they were including in their written work. In other words, they knew which portions were truly original and which were not.

From the foregoing, the Court finds that there is sufficient basis for dismissing respondents from service, considering the highest integrity and morality which the profession requires from its teachers. Respondents plagiarized the works of Chenoweth and Singer by lifting large portions of the text of the works of said writers without properly attributing the copied text, and, to make matters worse, they represented *under oath* that no portion of the Manuals were plagiarized when, in truth and in fact, huge portions thereof were improperly lifted from other materials.

Lastly, it is well to emphasize that Rocamora strongly opposed her dismissal from service as contained in her December 3, 2007 Letter,[18] where she invoked denial of due process in her termination, denied having committed plagiarism or benefiting from the printing of the materials in question, and "sincerely hop[ing] that the [Board of Trustees] x x x, will see the injustice [she] got which ought to be reversed and reconsidered."[19]

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[18] Id. at 337-338.
[19] Id. at 338.

Such, however, is not so for herein respondents. It is well to emphasize that in her June 2, 2008 Letter,[20] respondent Masangkay requested the recomputation of the amounts due in her favor after said termination, as well as the application of said amounts to her car loan balance. She was even cooperative with the procedure, asking the management to advise her should there be a need for her to prepare and accomplish her time records for purposes of recomputing her salary.

As to Regondola, aside from the cash and check vouchers[21] that he signed after receiving the amounts due him after said termination, it does not appear that he made any similar letter request or appeal, unlike Masangkay or Rocamora, respectively.

Indeed, rights may be waived, unless the waiver is contrary to law, public order, public policy, morals, or good customs, or prejudicial to a third person with a right to be recognized by law.[22] Within the context of a termination dispute, waivers are generally looked upon with disfavor and are commonly frowned upon as contrary to public policy and ineffective to bar claims for the measure of a worker's legal rights. If (a) there is clear proof that the waiver was wangled from an unsuspecting or gullible person; or (b) the terms of the settlement are unconscionable, and on their face invalid, such quitclaims must be struck down as invalid or illegal.[23]

Thus, 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.[24]

In the case at bar, We find no reason to rule that respondents did not waive their right to contest UE's decision. Based on their actuations subsequent to their termination, it is clear that they were amenable to UE's decision of terminating their services on the ground of academic dishonesty. Nowhere can we find any indication of unwillingness or lack of cooperation on respondents' part with regard to the events that transpired so as to convince Us that they were indeed constrained to forego their right to

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[20] Id. at 342.

[21] Id. at 348-352.

[22] CIVIL CODE, Art. 6.

[23] *Phil. Employ Services and Resources, Inc. v. Paramio*, G.R. No. 144786, April 15, 2004, 427 SCRA 732, 755.

[24] *Periquet v. National Labor Relations Commission*, G.R. No. 91298, June 22, 1990, 186 SCRA 724, cited in *Goodrich Manufacturing Corporation v. Ativo*, G.R. No. 188002, February 1, 2010, 611 SCRA 261, 266.

question the management's decision. Neither do we find any sign of coercion nor intimidation, subtle or otherwise, which could have forced them to simply accept said decision. In fact, based on their qualifications, this Court cannot say that respondents and UE do not stand on equal footing so as to force respondents to simply yield to UE's decision. Furthermore, there is no showing that respondents did not receive or received less than what is legally due them in said termination.

In sum, We are of the view that their acceptance of UE's decision is voluntary and with full understanding thereof, tantamount to a waiver of their right to question the management's decision to terminate their services for academic dishonesty. It is as though they have waived any and all claims against UE when they knowingly and willingly acquiesced to their dismissal and opted to receive the benefits due them instead.

We also find that they genuinely accepted petitioner University's decision at that time and that their filing of the complaint almost three (3) years later was a mere afterthought and, in their own words, inspired by their colleague's victory.[25]

In the light of the foregoing, the *Rocamora* case cannot be used as a precedent to the case at bar. In view of the substantial evidence presented by petitioner UE that respondents committed plagiarism, then the complaint for illegal dismissal must, therefore, be dismissed for utter lack of basis.

WHEREFORE, the petition is **GRANTED**. The Decision of the Court of Appeals dated February 19, 2016 in CA-G.R. SP No. 132774 and its August 26, 2016 Resolution are hereby **REVERSED** and **SET ASIDE**. The complaint for illegal dismissal is hereby **DISMISSED** for lack of merit.

SO ORDERED.

PRESBITERO J. VELASCO, JR.
Associate Justice

[25] Comment, p. 2.

WE CONCUR:

MARVIC M.V.F. LEONEN
Associate Justice

FRANCIS H. JARDELEZA
Associate Justice

SAMUEL R. MARTIRES
Associate Justice

ALEXANDER G. GESMUNDO
Associate Justice

ATTESTATION

I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

PRESBITERO J. VELASCO, JR.
Associate Justice
Chairperson

CERTIFICATION

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.

ANTONIO T. CARPIO
Acting Chief Justice

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WILFREDO V. LAPITAN
Division Clerk of Court
Third Division
MAY 25 2018