



REPUBLIC OF THE PHILIPPINES  
SUPREME COURT  
Manila

SECOND DIVISION

**NOTICE**

Sirs/Mesdames:

*Please take notice that the Court, Second Division, issued a Resolution dated **24 February 2020** which reads as follows:*

**“G.R. No. 249623 (Randy T. Esperas vs. Sodexo On-Site Services Philippines, Inc., Lorraine Franks and Maria Krisanta M. Zara).** — After a judicious review of the records, the Court resolves to **DENY** the petition for failure to sufficiently show that the Court of Appeals (CA) committed any reversible error in its Decision<sup>1</sup> dated June 26, 2019 and Resolution<sup>2</sup> dated September 18, 2019 in CA-G.R. SP No. 153248, which affirmed the findings of the Labor Arbiter and the National Labor Relations Commission (NLRC).

However, the award of nominal damages awarded by the NLRC, as sustained by the CA, must be increased from P10,000.00 to P30,000.00 pursuant to the Court’s ruling in *Agabon and Agabon v. NLRC*.<sup>3</sup> Per Section 2, Rule I, Book VI of the Implementing Rules of the Labor Code,<sup>4</sup> if a probationary employee is terminated from employment for failure to meet the standards of the employer, the notice of termination must be served to such probationary employee within a reasonable time from the effective date of termination. It is undisputed that when Randy T. Esperas was terminated from probationary employment, the termination was made effective immediately.

In view of the foregoing, the Petition is **DENIED**. The Decision dated June 26, 2019 and Resolution dated September 18, 2019 of the Court of Appeals in CA-G.R. SP No. 153248 are hereby **AFFIRMED with MODIFICATION** in that the nominal damages awarded to Randy T.

<sup>1</sup> Penned by Associate Justice Nina G. Antonio-Valenzuela with Associate Justices Ricardo R. Rosario and Perpetua T. Atal-Paño, concurring; *rollo*, pp. 29-39.

<sup>2</sup> *Id.* at 40-42.

<sup>3</sup> G.R. No. 158693, November 17, 2004

<sup>4</sup> Section 2. Security of Tenure. —

x x x x

“If the termination is brought about by the completion of a contract or phase thereof, or by failure of an employee to meet the standards of the employer in case of probationary employment, it shall be sufficient that a written notice is served the employee within a reasonable time from the effective date of termination.

Esperas is increased to ₱30,000.00. In line with current jurisprudence,<sup>5</sup> interest at the rate of six percent (6%) per *annum* shall be imposed on the damages **awarded from the date of finality of this judgment until fully paid.**"

Very truly yours,

  
TERESITA AQUINO TUAZON  
Deputy Division Clerk of Court

03 JUL 2020

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Ma. Orosa Street  
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CA-G.R. SP No. 153248

\*with copy of CA Decision dated 26 June 2019  
and Resolution dated 18 September 2019  
**Please notify the Court of any change in your address.**  
GR249623. 02/24/2020(66)URES

<sup>5</sup> *Nacar v. Gallery Frames*, 716 Phil. 267 (2013).