

CHANROBLES PUBLISHING COMPANY

**SUPREME COURT  
FIRST DIVISION**

**MICHAEL LAWRENCE,  
*Petitioner,***

***-versus-***

**G.R. No. 87421  
February 4, 1992**

**NATIONAL LABOR RELATIONS  
COMMISSION AND LEP  
INTERNATIONAL PHILIPPINES, INC.,  
*Respondents.***

X-----X

**LEP INTERNATIONAL PHILIPPINES,  
INC.,  
*Petitioner,***

***-versus-***

**G.R. No. 92571  
February 4, 1992**

**NATIONAL LABOR RELATIONS  
COMMISSION AND MICHAEL  
LAWRENCE,  
*Respondents.***

X-----X

**DECISION**

**MEDIALDEA, J.:**

Before Us are two Petitions for *Certiorari* assailing the Decision and the Resolution of the NLRC dated February 24 and May 25, 1989, respectively. The assailed decision reversed the decision of the Labor Arbiter dated February 25, 1988 and declared the dismissal of Michael Lawrence from his position as Chief Executive of LEP International Phil. Inc., as legal and valid. It also ordered LEP International Phil., Inc. to pay Michael Lawrence the amounts specified therein representing the latter's salaries, commission, moral and exemplary damages as well as attorney's fees. The disputed resolution, on the other hand, denied the motion for reconsideration filed by LEP International Philippines, Inc.

In the first petition, G.R. No. 87421, petitioner Michael Lawrence (hereinafter named as Lawrence) prays for the reversal of the aforesaid decision. The other petition, G.R. No. 92571, petitioner LEP International Philippines, Inc. (hereinafter named as LEP) prays for the reversal not only of that portion of the assailed decision which granted to Lawrence moral and exemplary damages, attorney's fees and commission but also of the resolution of the NLRC dated May 25, 1989.

Briefly, the following are the antecedents facts:

On October 6, 1986, Lawrence entered into a contract of employment with LEP to be the Chief Executive of the firm with a monthly salary of US \$4,000.00 plus 5% commission on pre-tax profits or a guaranteed minimum equivalent to two (2) months salary, whichever is higher. The contract further provided for housing, car and telephone allowances as well as credit card privileges for Lawrence. In a letter dated October 15, 1987, LEP terminated the services of Lawrence effective October 14, 1987. Whereupon, Lawrence filed a complaint where he protested his dismissal as violative of the contract which provided him a three (3) year term and in case of termination thereof, a three (3) month's written notice. He likewise decried the absence of a valid cause for his dismissal and the manner by which it was carried out. He asserted that the car assigned to him was

forthwith withdrawn. He was informed that he will no longer be paid his salary and commission as embodied in the contract and that LEP will not answer for his house rental, telephone bill and credit card.

LEP counterclaimed that Lawrence's dismissal was done pursuant to their contract which provided for a mutual right of termination; that Lawrence, being a managerial employee, may be terminated for lack of confidence; and that it was willing to pay Lawrence the salaries due him for the three month period and the sum of P450,000.00 representing his commission of 5% of the pre-tax profit of the company amounting to P9,000,000.00 covering the one (1) year period of Lawrence's service in the firm.

The parties submitted their position papers. In the hearing of January 7, 1988, they agreed to submit their case for resolution based on the available records.

On February 25, 1988, the Labor Arbiter rendered a decision, the dispositive portion of which states:

“WHEREFORE, judgment is hereby entered:

- “1) Declaring the termination of complainant illegal;
- “2) Ordering the respondent to pay the complainant his salaries corresponding to the unexpired portion of the contract numbering 24 months at the rate of US \$4,000.00 a month or US \$96,000.00 for 24 months;
- “3) Ordering respondent to pay complainant the amount of P450,000.00 representing his Commission for the period October 6, 1986 to October 15, 1987;
- “4) Ordering respondent to pay complainant the amount of US \$16,000.00 representing the two (2) years guaranteed commission of complainant for the unexpired portion of the contract at US \$8,000.00 a year;

- “5) Ordering respondent to pay complainant P500,000.00 in moral damages and P100,000.00 in exemplary damages; and
- “6) Ordering respondent to pay complainant’s attorney’s fees corresponding to 6% of the total award.

“SO ORDERED.” (Rollo of G.R. No. 87421, p. 49)

Both parties appealed to the NLRC. In his “Partial Appeal,” Lawrence took exception to that portion of the appealed decision relating to the amounts awarded as being short of what he deserves under the circumstances. LEP, for its part, prays for the reversal of the appealed decision considering that “it has already paid the complainant his three (3) months salary and house rentals and that the only entitlement due him is his commission of P450,000.00 that is available for him to collect” (ibid, p. 56). Subsequently, LEP filed a supplemental appeal submitting newly discovered evidence which allegedly proved Lawrence’s unfaithfulness to the firm. This alleged breach of trust occurred when Lawrence, without LEP’s authority, entered into a charter contract with Ace Bulkhead Transport Services for US \$200,000.00 or P4,000,000.00 (ibid, pp. 72-74; pp. 85-89). On this point, Lawrence raised a vehement denial. He sought to strike out the latter’s pleadings. He claimed that the accusations were redundant and immaterial to his dismissal; and that at the time of his dismissal, respondent did not have any concrete reason for such action (ibid, pp. 82-84; 92-94).

On February 24, 1989, the NLRC rendered its decision, the dispositive portion of which, reads:

“ACCORDINGLY, the Decision dated February 25, 1988 is hereby VACATED and SET ASIDE and a new one entered:

- “a) Declaring the termination of the employment of the complainant as legal and valid;
- “b) Declaring the respondent liable for the payment of complainant’s salaries for the three (3) month period commencing October 14, 1987 at the rate of US

\$4,000.00 per month and ordering respondent to pay the same if it has not yet been paid;

- “c) Declaring the respondent liable for the commissions which complainant has already earned. Insofar as this is concerned, respondent admits liability in the amount of P450,000.00. Respondent is ordered to pay the same to complainant.
- “d) Adjudging the respondent as liable for and ordering it to pay complainant P500,000.00 and P200,000.00 for and as moral and exemplary damages, respectively, for the humiliation and embarrassment caused by the high-handed manner in which complainant’s dismissal was effected.
- “e) Ordering the respondent to pay complainant for and as attorney’s fees five percent (5%) of the total award.

“SO ORDERED.” (Rollo of G.R. No. 87421, pp. 107-108)

As earlier mentioned, LEP’s motion for reconsideration of the afore-quoted decision was denied by the NLRC on May 17, 1989 for lack of merit (Rollo of G.R. No. 92571, p. 78).

Hence, this present recourse.

In G.R. No. 87421, Lawrence submits the following errors committed by the NLRC:

“IT IS ERROR FOR THE RESPONDENT COMMISSION TO HOLD THAT PRIVATE RESPONDENT HAD THE RIGHT TO DISMISS PETITIONER FOR LACK OF CONFIDENCE BASED UPON DOCUMENTS WHICH PRIVATE RESPONDENT PRODUCED ONLY WHEN THE CASE IS PENDING APPEAL BEFORE THE RESPONDENT COMMISSION.

“IT IS ERROR FOR THE RESPONDENT COMMISSION TO HOLD THAT PRIVATE RESPONDENT COMPLIED WITH

THE THREE MONTH NOTICE OF TERMINATION PROVIDED FOR IN THE CONTRACT OF EMPLOYMENT.

“IT IS ERROR FOR THE RESPONDENT COMMISSION TO HOLD THAT WHEN PETITIONER RECEIVED HIS SALARY FOR THE MONTHS OF NOVEMBER, DECEMBER, 1987 AND JANUARY OF 1988, HE THEREBY WAIVED AND CONDONED WHATEVER TECHNICAL DEFECT THERE WAS IN THE MANNER PRIVATE RESPONDENT TERMINATED HIS SERVICES.

“IT IS ERROR FOR THE RESPONDENT COMMISSION TO UPHOLD PRIVATE RESPONDENT’S CONTENTION THAT IT HAS THE RIGHT TO TERMINATE THE SERVICES OF PETITIONER THE WAY IT DID BECAUSE HIS CONTINUOUS EMPLOYMENT AS CHIEF EXECUTIVE OF PRIVATE RESPONDENT FOR THREE MORE MONTHS AFTER HAVING BEEN SERVED WITH A NOTICE OF DISMISSAL WOULD WREAK HAVOC TO PRIVATE RESPONDENT’S BUSINESS.

“IT IS ERROR FOR THE RESPONDENT COMMISSION TO IGNORE PETITIONER’S PLEAD (sic) THAT HE IS ENTITLED TO THE SALARIES, COMMISSIONS AND ALLOWANCES THAT GO WITH THE POSITION OF CHIEF EXECUTIVE FOR THE NEXT TWO YEARS FOLLOWING HIS ILLEGAL DISMISSAL.

“IT IS ERROR FOR THE RESPONDENT COMMISSION TO IGNORE THE PETITIONER’S PLEAS THAT HE SHOULD BE AWARDED DAMAGES IN THE AMOUNT OF P5,000,000.00.”  
(Rollo of G.R. No. 87421, pp. 8-18)

Upon being aware of the correct procedure of appeals from decisions of the NLRC to Us, Lawrence later cited the above errors as grounds for a petition for *certiorari* (ibid, pp. 171-177).

On the other hand, LEP, in G.R. No. 92571, raises the following grounds for its petition:

“The NLRC gravely abused its discretion by awarding hefty moral and exemplary damages and attorney’s fees in favor of Lawrence, despite —

‘its finding based on substantial evidence that petitioner’s act of terminating Lawrence’s employment was valid and justified;

‘the absence of any credible evidence establishing the basis of the award; and.

‘the lack of a full-dress trial to determine Lawrence’s entitlement to the damage award.’” (Rollo of G.R. No. 92571, pp. 9-10)

The basic issue to be threshed out in these cases is whether or not the NLRC acted with grave abuse of discretion in upholding the validity of Lawrence’s dismissal as Chief Executive of LEP.

A painstaking review of the records yields an affirmative answer. The Labor Code outlines the procedure whereby an employer could dismiss the people under his employ, to wit:

**Batas Blg. 130**

“SECTION 13.    x   x   x

“x    x    x

“(b) Subject to the constitutional right of workers to security of tenure and their right to be protected against dismissal except for a just or authorized cause and without prejudice to the requirement of notice under Article 284 of this Code, the clearance to terminate employment shall no longer be necessary.

“However, the employer shall furnish the worker whose employment is sought to be terminated a written notice containing a statement of the causes for termination and shall afford the latter ample opportunity to be heard and to defend

himself with the assistance of his representative if he so desires in accordance with company rules and regulations promulgated pursuant to guidelines set by the Ministry of Labor and Employment. Any decision taken by the employer shall be without prejudice to the right of the worker to contest the validity or legality of his dismissal by filing a complaint with the regional branch of the National Labor Relations Commission. The burden of proving that the termination was for a valid or authorized cause shall rest on the employer. The Ministry may suspend the effects of the termination pending resolution of the case in the event of a prima facie finding by the Ministry that the termination may cause a serious labor dispute or is in implementation of a mass lay-off.”

#### Omnibus Rules Implementing the Labor Code:

“SECTION 1. Security of tenure and due process. No worker shall be dismissed except for a just or authorized cause provided by law and after due process.

“SECTION 2. Notice of dismissal. Any employer who seeks to dismiss a worker shall furnish him a written notice stating the particular acts or omission constituting the grounds for his dismissal. In cases of abandonment of work, the notice shall be served at the worker’s last known address (Rule XIV, Book V, Omnibus Rules implementing the Labor Code).” (Rule XIV Termination of Employment)

On the other hand, the contract of employment entered into by Lawrence and LEP likewise echoed the legal mandates as shown in its provision, which state:

#### **Duration of Contract**

“After a 6-month probation period with a monthly termination clause on either side, your employment will last for three years from the date of commencement but may be terminated at anytime during the said period by either party in giving to the other a 3-month notice in writing of its intention to terminate the same. A further prolongation of the contract shall be

negotiated six months before expiration date.” (Emphasis ours, Rollo of G.R. No. 87421, p. 20)

Guided by the foregoing, the point of reckoning, therefore, in determining the validity of Lawrence’s dismissal should be at the time Lawrence was dismissed from his position, i.e., on October 15, 1987, when he received LEP’s letter of termination. The complete text of the said letter reads:

‘Dear Mr. Lawrence,

‘On behalf of LEP International Philippines, Inc. we hereby serve you three (3) months notice of termination of your employment in the Company with effect from October 14, 1987.

‘You are advised that all responsibilities and authorities under your position as Director and General Manager shall cease with effect from October 14.

‘As per our agreement of October 14, you will take immediate leave of absence from the Company with effect from October 15, which information shall be announced to the staff until further official announcement be made.

‘It is understood that you will have no further access to Company premises/properties, etc. without the express approval of Far East Regional Management.

‘As per our conversation of October 14, compensation terms shall be immediately worked on by Far East Regional Management with the intention to arrive at a mutually acceptable arrangement.

‘Yours sincerely,

‘(Sgd.)

GEORGE YEUNG

*Regional Finance Director*

*For and on behalf of Mr. Horst Schumacher*

Regional Managing Director“ (NLRC’s decision, pp. 96-97, Rollo of G.R. No. 87421).

A scrupulous examination of the above-quoted letter shows that it contains no statement of the cause which could have prompted LEP to dismiss Lawrence. Likewise, there is a marked omission on LEP’s part to serve Lawrence the required notice under the law and the contract of employment. While Lawrence received the letter on October 15, 1987, his services were already terminated as of October 14, 1987. Further, the records reveal that indeed, LEP cannot cite the cause of Lawrence dismissal because it admitted that its basis then was the unconfirmed reports that Lawrence was shunting clients to other freight entities where from he received his commission and that instead of LEP getting its business, its competitors did (Rollo of G.R. No. 87421, p. 21). It did not bother to verify the rumors or give Lawrence the chance to clear himself of such suspicion. LEP took the easy way out. It curtly terminated Lawrence’s services and stripped him of all his allowances and privileges. Clearly, Lawrence’s dismissal is violative not only of the law but also of the contract of employment.

LEP anchors its action on the fact that Lawrence was a managerial employee and that it has lost its confidence on him for the reason above discussed. Such justification cannot be countenanced. Once again, We must stress that managerial employees, no less than rank-and-file laborers, are entitled to due process (Hellenic Philippines Shipping, et al., G.R. No. 84082, March 13, 1991, 195 SCRA 179, 185). They are entitled to security of tenure, fair standards of employment and the protection of Labor laws (see Cruz vs. Medina, G.R. No. 73053, September 15, 1989, 177 SCRA 565, 571). Although loss of confidence is a valid cause to terminate an employee, it must however rest on an actual breach of duty committed by the employee and not on the employer’s caprices (Anscor Transport and Terminals, Inc. vs. NLRC, et al., G.R. No. 85894, September 28, 1990, 190 SCRA 147, 151). LEP’s fear of an imminent or potential damage if Lawrence would still continue as manager is not supported by the records. As the Labor Arbiter observed:

“Record reveals that in no instance complainant had shown or violated the trust reposed on him by the management. On the contrary, what appears on record is very revealing that indeed

complainant had shown the fullest confidence and trust of respondent when he earned for the latter, a pretax profit of P9,000,000.00 for a period of one (1) year only and earned a commission of P450,000.00. How can now respondent honestly state that complainant deserves his termination due to lack of confidence? As a matter of fact respondent now agrees to pay complainant his commission of P450,000.00, which is equivalent to the 5% as provided for in the contract.” (Rollo of G.R. No. 87421, p. 47)

Hence, while it is true that managerial positions, such as the position held by Lawrence, depend on the confidence of top management, the constitutional right of Lawrence to due process of law demands that loss of confidence should not be used as a subterfuge for causes which are improper, illegal or unjustified. (see *Hospicio de San Jose de Barili vs. NLRC*, G.R. No. 75997, August 18, 1988, 164 SCRA 516, 520)

However, LEP submits that its newly-discovered evidence as admitted by NLRC warrants the dismissal of Lawrence and that the NLRC was correct to admit such evidence under Article 221 of the Labor Code which provides that technical rules of evidence are not binding in labor cases.

We cannot subscribe to this view. This new evidence cannot cure the fact that Lawrence was fired without notice and due process. In *Ruffy vs. National Labor Relations Commission* (G.R. No. 84193, February 15, 1990, 182 SCRA 365, 369), We declared that the procedure of notice, hearing and judgment under Batas Blg. 130 and the Rules implementing it are conditions sine qua non before dismissal may be validly effected and that such procedure need not be observed to the letter out at least, it must be done in the natural sequence of notice, hearing and judgment. The case of *Columbia Development Corporation vs. Hon. Minister of Labor and Employment* (L-57769, December 29, 1986, 146 SCRA 421) which the NLRC cited to support its ruling does not apply in the present case. In the Columbia case, the evidence belatedly submitted by Columbia Development Corporation was already existing at that time the company dismissed its workers because of continuous business losses. While it failed to promptly submit its financial statement, it was able to explain satisfactorily on

appeal its difficulty to get a separate financial statement. It claimed that although all Columbia Bargain Houses have a combined financial statement, the company exerted efforts to subsequently hire a Certified Public Accountant to segregate its sales records from that of the other branches to present its true business posture. In the case at bar, the evidence belatedly submitted by LEP did not yet exist at that time of Lawrence's dismissal. Moreover, this new evidence did not even have any bearing on the original reason for which LEP lost its trust on Lawrence. It must be recalled that LEP terminated the services of Lawrence because of unsubstantiated rumors that he was shunting clients to other freight companies at a commission. The new evidence did not add teeth to this suspicion. Instead, LEP further accused Lawrence of having entered into a charter contract without LEP's authority in the amount of P4,000,000.00 and submitted documents in support of the new charge. These documents are not even conclusive as to the culpability of Lawrence. In fact, LEP is not certain as to the exact date of Lawrence's alleged breach of trust as revealed in its pleading which states that:

- "1. He (Lawrence) signed it while he was still LEP's Chief Executive in direct and flagrant violation of the mandate that 'no such charter was authorized by' LEP; or
- "2. After his dismissal on October 14, 1987, he met with Ace Bulkhead's Mr. Cantor and, in conspiracy with one another, gestated the charter to extort/bleed LEP of P4,000,000.00 or US\$200,000.00." (Rollo of G.R. No. 87421, p. 74, Emphasis ours)

Considering that Lawrence has already been fired, the belated act of LEP in attempting to show a just cause in lieu of a nebulous one cannot be given a semblance of legality. The legal requirements of notice and hearing cannot be supplanted by the notice and hearing in labor proceedings. The due process requirement in the dismissal process is different from the due process requirement in labor proceedings and both requirements must be separately observed (see *Hellenic Philippines Shipping, Inc. vs. Siete*, supra, p. 185). Thus, LEP's method of "Fire the employee and let him explain later" is obviously not in accord with the mandates of law. (cf. *Ruffy case*, supra, p. 370)

LEP claims that a reading of its letter would show that Lawrence was not immediately dismissed; that he was requested to go on leave and would be considered terminated only after three months from October 14, 1987; that its payment to Lawrence of his 3-month salary and benefits and the latter's acceptance thereof constitute a substantial compliance with the notice requirement in the contract; and that in any event, any technical defect in the notice has been rendered moot and academic.

This pretension is unacceptable. While the letter of termination mentioned a leave of absence for Lawrence (see paragraph 3 of the letter, *supra*, p. 9) yet for all intents and purposes, LEP had already terminated his services. We note that the second paragraph thereof categorically states that "all responsibilities and authorities under your position as Director and General Manager shall cease with effect from October 14." It was in fact emphasized in the fourth paragraph of the letter that "you (Lawrence) will have no further access to company premises properties, etc. without the express approval of Far East Regional Management." We are at a loss to reconcile how an employee who is still to go on leave could be simultaneously deprived of position and of authority to use company properties as well as to stay in the company premises. There can be no clearer message to Us than that Lawrence was dismissed peremptorily.

As regards Lawrence's acceptance of his 3-month salary and benefits, the same cannot be construed as a substantial compliance of the law or a waiver on his part of the right to contest his dismissal. In *Miguel vs. National Labor Relations Commission, et al.*, We held that:

"The due process requirement is not a mere formality that may be dispensed with at will. Its disregard is a matter of serious concern since it constitutes a safeguard of the highest order in response to man's innate sense of justice." (G.R. No. 78993, June 22, 1988, 162 SCRA 441, 445)

In addition, the abrupt dismissal upsets the livelihood of the displaced employee so much so that he is compelled in the face of a bleak future to accept whatever money the company would offer him. It is in this light that We view Lawrence's acceptance of his salary as a

sign of helplessness instead of a surrender of his rights. We declared in *Cariño vs. Agriculture Credit and Cooperative Financing Administration, et al.*, that:

“Acceptance of (separation pay and terminal leave benefits) would not amount to estoppel. The reason is plain. Employer and employee, obviously, do not stand on the same footing. The employer drove the employee to the wall. The latter must have to get hold of money. Because, out of job, he had to face the harsh necessities of life. He thus found himself in no position to resist money proffered. His, then, is a case of adherence, not of choice. One thing sure, however, is that petitioners did not relent on their claim. They pressed it. They are deemed not to have waived any of their rights. *Rencintatio non praesumitur.*” (L-19808, September 29, 1966, 18 SCRA 183, 190 later cited in *Mercury Drug Co., Inc. vs. Court of Industrial Relations*, L-23357, April 30, 1974, 56 SCRA 694, 7-6)

Finally, LEP decries the absence of a full-dress trial to determine Lawrence’s entitlement to the award for damages.

Again, LEP’s sentiment cannot be upheld. The records reveal that at the hearing before the Labor Arbiter on January 7, 1988, both LEP and Lawrence agreed to submit their case for resolution based on their position papers and other available records. This is a valid agreement. Due process requirements are satisfied where the parties are given the opportunity to submit position papers (see *Odin Security Agency vs. De la Serna, et al.*, G.R. No. 87439, February 21, 1990, 182 SCRA 472, 479). Besides, the National Labor Relations Commission and the Labor Arbiter have authority under the Labor Code to decide a case based on the position papers and documents submitted without resorting to the technical rules of evidence (*Cagampan, et al. vs. NLRC, et al.*, G.R. Nos. 85122-24, March 22, 1991, 195 SCRA 533, 539).

With the conclusion thus reached, it is clear that the NLRC committed grave abuse of discretion in holding that the dismissal of Lawrence is valid. Consequently, its decision dated February 25, 1989 should be reversed. We adhere more to the decision of the Labor

Arbiter dated February 24, 1988 which conforms to the mandates of the Labor Code and should be reinstated.

Anent the award of damages granted by the Labor Arbiter, We find the same to be in order. As earlier discussed, Lawrence's dismissal was drastic and uncalled for. Even the NLRC noted the high-handed manner by which Lawrence's dismissal was carried out and granted the latter damages. We quote:

“Lawrence's termination was made in a high-handed manner which caused complainant embarrassment and humiliation, to wit: complainant was barred from company premises for which reason he was not able to bring out his personal belongings; the Cressida car together with the driver assigned to him was ‘unceremoniously withdrawn’ from him; respondent ceased to pay the rentals for his house, his phone bills and his credit card fee. The right to dismiss an employee differs from and should not be confused with the manner in which such right is exercised. It must not be oppressive and abusive since it affects one's person and property (Macabingkil vs. Yatco, 21 SCRA 150; De Leon vs. NLRC, 100 SCRA 699). The allegations of complainant imputing bad faith on the part of respondent have not been controverted.” (Rollo of G.R. No. 87421, p. 106)

The NLRC's findings on this point, being un rebutted, command utmost respect and finality. While We agree with the Labor Arbiter's award for damages, We are not inclined to increase the amount of moral damages as prayed for by Lawrence. In Zenith Insurance Corporation vs. Court of Appeals, et al., (G.R. No. 85290, May 14, 1990, 185 SCRA 398, 402-403), We held that “the purpose of moral damages is essentially indemnity or reparation, not punishment or correction. Moral damages are emphatically not intended to enrich a complainant at the expense of a defendant, they are awarded only to enable the injured party to obtain means, diversion or amusements that will serve to alleviate the moral suffering he has undergone by reason of the defendant's culpable action.”

**ACCORDINGLY**, in G.R. No. 87421 (Michael Lawrence vs. NLRC, et al.), the Petition is **GRANTED** insofar as it prays that the dismissal of Michael Lawrence be declared illegal. The assailed decision of the

National Labor Relations Commission, dated February 24, 1989 is **SET ASIDE** and the Decision of the Labor Arbiter dated February 25, 1988 is **REINSTATED**.

In G.R. No. 92571 (LEP International, Inc. vs. National Labor Relations Commission, et al.), the Petition is **DISMISSED** for lack of merit.

**SO ORDERED.**

**Narvasa, C.J., Cruz and Griño-Aquino, JJ., concur.**

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