

LOURDES P. GALLEGOS, PETITIONER, VS. NATIONAL LABOR RELATIONS COMMISSION, NEC PHILIPPINES, INC., KIYOFUMI KUSAKA, MARY ANNE ELINOR C. NATE AND GERTRUDE UMALI, RESPONDENTS.

Ponente: GARCIA-FERNANDEZ, J.

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GARCIA-FERNANDEZ, J.:

This is a petition for certiorari[1] under Rule 65 of the Rules of Court, as amended seeking to annul and set aside the decision[2] and resolution[3] of the National Labor Relations Commission (NLRC) promulgated on August 30, 2013 and November 29, 2013, respectively.

On April 13, 2012, petitioner Lourdes P. Gallegos filed a complaint for illegal dismissal and payment of damages, backwages, overtime pay and 13[th] month pay against private respondent NEC Philippines, Inc. and its officers. On May 8, 2012, petitioner filed an amended complaint for unfair labor practices and illegal dismissal, and for payment of full backwages, unpaid salary, 13[th] month pay, service incentive leave, moral and exemplary damages and attorney's fees.

Petitioner alleged in her position paper that she was employed by private respondent NEC Philippines, Inc. as Finance, Accounting and Administrative Manager on May 16, 1997; that for unknown reason she noticed that Ms. Gertrude P. Umali was not comfortable with her; that Ms. Umali committed irritating, unprofessional and unreasonable acts against her; that she held on to her employment despite pressures and difficulties of the job and the treatment accorded to her; that in her desire to perform her job well and finish it on time, she sought the assistance of her sister, Clarita Gacayan, in answering the e-mail of Ms. Umali regarding pipeline discussion and in issuing e-relief report to the Bureau of Internal Revenue (BIR); that she forwarded to her sister the e-mails of Ms. Umali with the subject "pipeline" to seek an opinion on how to address the same; that she did not include the pipeline list in the e-mails; that she was dismissed from her employment due to breach of the company's confidentiality policy, serious misconduct as well as loss of trust and confidence; that she was dismissed without just cause and due process; and that she is entitled not only to backwages, overtime pay, 13[th] month pay, and moral and exemplary damages as a result of her illegal dismissal, but also to service incentive leave pay and attorney's fees.

Private respondents alleged before the Labor Arbiter that petitioner's act of sending the 2011 Pipeline List of the company thru email not only violated their confidentiality policy as embodied in the Code of Conduct but also violated the confidentiality clause of her employment contract; that petitioner's violation warranted her dismissal due to loss of trust and confidence; that petitioner was accorded due process; that petitioner is not entitled to her wages during her preventive suspension; that she is not entitled to service incentive leave pay, damages and attorney's but is entitled to P52,676.67 representing her 13[th] month and tax refund.

On November 8, 2012, Labor Arbiter Thomas T. Que, Jr. rendered a decision[4] dismissing the case for lack of merit and upholding the validity of the dismissal of petitioner.

On appeal, the respondent NLRC ruled, to wit:

“WHEREFORE, complainant's appeal is DENIED for lack of merit and the Decision promulgated on 8 November 2012 by Labor Arbiter Thomas T. Que, Jr. is AFFIRMED. Nonetheless, NEC Philippines Inc. is directed to pay complainant the amount of P52,676.67 representing her 13[th] month pay and tax refund.

SO ORDERED.”[5]

This Court issued a resolution[6] dated June 11, 2014 referring this case for mediation to the Philippine Mediation Center (PMC)-Court of Appeals.

The PMC submitted a Mediator's Report[7] on the successful settlement between the parties, attaching therewith the Compromise Agreement which provides:

“MUTUAL RELEASE AND QUITCLAIM”

This Mutual Release And Quitclaim is made and entered into this 24[th] day of September 2014 in Makati City, Philippines, by and between,

LOURDES P. GALLEGOS (hereinafter, “Complainant”), of legal age, and with address at Unit 1601, Residencia Regina, 94 Xavierville Avenue, Xavierville, Quezon City

-and-

NEC PHILIPPINES, INC. (hereinafter, “NECP”), a company duly organized and existing under the laws of the Philippines, with office address at 3[rd] and 4[th] Floors Rufino Building, 6784 Ayala Avenue, Makati City, herein represented by its Human Resources and Administration Manager, Ms. Elinor C. Nate, under the duly accomplished and notarized Secretary's Certificate, dated 9 July, 2014, which is subsisting and has not been superseded, hereto attached as Annex “A”.

WITNESSETH:

XXX XXX XXX

WHEREAS, without admission of fault and liability, civil and criminal, but only in the interest of peace and goodwill, Complainant and NECP hereby freely and voluntarily enter into this Mutual Release And Quitclaim, subject to the terms and conditions stated herein.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the terms and conditions below, and in order to avoid the burden, inconvenience and further expense of litigation in CA-G.R. SP No. 133966, and its related cases, the Unjust Vexation Case and the Perjury Case, Complainant, on one hand, and NECP, on the other, agree as follows:

1. Complainant and NECP execute this Mutual Release And Quitclaim for valuable consideration for the primary purpose of ending and terminating with finality any and all forms of complaints, charges, claims and disputes between and among themselves, and NECP's directors, officers, employees, agents and representatives, arising or may arise from, and in connection with Complainant's former employment and/or termination from NECP, including the following cases, and all their respective related appeals, petitions and incidents:

1.1. the Illegal Dismissal Case entitled “Lourdes P. Gallegos vs. National Labor Relations Commission, et al.” docketed as CA-G.R. SP NO. 133966 before the Court of Appeals, and its related incidents;

xxx xxx xxx

2. Complainant, for valuable consideration duly acknowledged and received, hereby considers the same as full, complete, absolute and final payment and settlement of any and all claims she had or may have against NECP or

any of its directors, officers, employees, agents, successors-in-interest, affiliates, customers and/or clients, in connection with or by reason of her former employment and subsequent termination from NECP, including her final pay, 13th month pay, sick leave and vacation leave cash conversion, overtime pay, rest day pay, meal and transportation allowances, subsidies, tax refund, holiday pay, salaries, wages, gratuities, bonuses, backwages, commissions, fees or any other kind of compensation, benefits, emoluments, damages or awards due her, and which may be due from NECP or from any of its directors, officers, employees, agents, successors-in-interest, affiliates, customers and/or clients, under existing laws, Presidential Decrees, Wage Orders, existing agreements, judicial or quasi-judicial decisions, resolutions or orders, if any, as well as any and all claims of whatever nature and kind which she had, has, or may have against NECP or any of its directors, officers, employees, agents, successors-in-interest, affiliates, customers and/or clients.

3. In view of the aforesaid consideration, Complainant hereby irrevocably remises, releases and forever discharges, and by these presents do, for herself, her heirs, representatives, executors and administrators irrevocably remises, releases and forever discharges NECP, or any of its directors, officers, employees, agents, successors-in-interest, affiliates, customers and/or clients, from any and all manner of actions, causes of action, sums of money, accounts, damages, claims and demands whatsoever, in law or in equity, including claims for illegal dismissal, illegal suspension, non-payment of salaries, separation pay, benefits, allowances, and demand for damages and attorney's fees, and all other money claims, which she ever had, now have, or which, she, her heirs, executors and administrators, hereafter can, shall or may have, by reason of, arising out of or in connection with her former employment and/or termination from NECP.

4. In view of the aforesaid consideration, Complainant agrees and therefore undertakes to cause the withdrawal and termination with prejudice of the abovementioned cases under paragraphs 1.1, 1.2 and 1.3, and hereby declares and considers these cases as satisfied, closed or terminated with finality. Towards this end, Complainant and/or NECP commit to file, and shall file, as soon as practicable, the necessary document, motion, affidavit of desistance or pleading before the proper tribunal to cause the withdrawal and termination of the abovementioned cases with prejudice.

5. The parties further declare that their heirs, successors or assigns shall no longer file before any court or quasi-judicial tribunal or official, including the National Labor Relations Commission, any civil complaint, criminal complaint, administrative complaint, illegal dismissal complaint, complaint for damages, money claims or attorney's fees, or such other claim or action to enforce collection or payment of final pay, termination or separation pay, 13th month pay, sick leave and vacation leave cash conversion, overtime pay, rest day pay, meal and transportation allowances, subsidies, tax refund, retirement pay, provident fund, death benefit, holiday pay, salaries, wages, gratuities, bonuses, backwages, commissions, fees or any other kind of compensation, benefits, emoluments, remuneration, damages or awards in connection with complainant's former employment and subsequent termination from NECP, and those that may arise from criminal cases mentioned above. Should there be any such complaint, case, matter, claim or action, pending in any court or tribunal, the initiating party shall cause its withdrawal or dismissal with prejudice immediately.

6. The parties hereby mutually agree and undertake to keep under strict confidence and privacy the terms and conditions of this Mutual Release And Quitclaim, including the consideration thereby received by the Complainant. The parties shall refrain from directly or indirectly disclosing any information about the terms of their settlement or otherwise subjecting the same to any publicity by any means of communication, except as such may be required by courts of proper jurisdiction or other government authority.

7. The parties hereby certify that they have voluntarily executed this Mutual Release And Quitclaim and that its contents and consequences were translated in the dialect known, understood and spoken by the parties involved.

The parties have sought and secured legal advice regarding this Mutual Release And Quitclaim which was found appropriate.

8. This shall be governed by the laws of the Republic of the Philippines.

IN WITNESS WHEREOF, we have hereunto set our hand this 24th day of September 2014 in Makati City, Philippines.”[8]

This Court finds that the compromise or settlement agreement executed by the parties to this case was done voluntarily and to the full and complete satisfaction of the parties. More importantly, the settlement agreement was not shown to be contrary to law, public policy and public morals.

WHEREFORE, the Manifestation with Joint Motion to Withdraw Petition is GRANTED. This case is DISMISSED.

SO ORDERED.

Tijam, N. G., Chairperson, and Lopez, M. V., JJ., concur.

[1] Rollo, pp. 3-35.

[2] Rollo, pp. 71-91.

[3] Rollo, pp. 37-38.

[4] Rollo, pp. 214-239.

[5] Rollo, p. 90.

[6] Rollo, p. 734.

[7] Rollo, p. 747.

[8] Rollo, pp. 748-752.

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