

RAMIL M. SONZA, EDWIN P. AGUAS, MARCEL B. AQUINO, ERIC D. BALUYOT, RICARDO G. CUNANAN, MARIO M. DAYRIT, MARLENE B. DE JESUS, MANNY S. DE LEON, WALTER T. DELOS REYES, JOBEN D. DI...

Ponente: BATO, JR., J.

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BATO, JR., J.:

This is a petition for certiorari under Rule 65 of the Rules of Court assailing the Decision[1] dated April 25, 2011 of the National Labor Relations Commission ("NLRC") in NLRC LAC No. 06-002056-08 (AE-12-10) which affirmed with modification the Decision[2] dated October 11, 2010 of Labor Arbiter Mariano L. Bactin in NLRC Case No. RAB-III-03-15982-10. The dispositive portion of the Labor Arbiter's Decision reads:

WHEREFORE, premises considered, the complaint of these complainants that they were illegally dismissed from their employment is hereby ordered DISMISSED with prejudice for lack of merit. Their terminations were based on AUTHORIZED CAUSE under Article 283 of the Labor Code, as amended.

Considering that the One Hundred Forty-five (145) complainants had already received their separation pay and other monetary benefits as granted under Article 283 of the Labor Code, there (sic) are no longer entitled to the benefits granted under the said Article 283 of the Labor Code.

However, the four (4) remaining complainants are entitled to their unpaid separation pays and other monetary claims as follows, to wit:

1. FIDEL OBLINO

P 587,248.00

2. HERMOGENES CRUZ

322,358.00

3. MARIO SORIANO

100,187.51

4. MELQUIADES SANCHEZ

708,429.15

All other claims of the complainants are hereby dismissed with prejudice for lack of merit.

SO ORDERED.[3]

The assailed NLRC Decision modified the Labor Arbiter's Decision by deleting the award of separation pay and

other monetary benefits to Fidel Oblino, Hermogenes Cruz, Mario Soriano and Melquiades Sanchez.

As for the facts of the case, the NLRC's summary thereof is supported by the evidence on record and, hence, is hereby adopted by this Court, thus:

Respondent Cosmos is a corporation duly organized and existing under the laws of the Philippines and is engaged in the manufacture and sale of beverages.

Complainants are former employees of respondent company assigned at the latter's San Fernando, Pampanga bottling plant.

The San Fernando plant was established in February 1974 with only one (1) production line. By the year 1996, four production lines were in place at the said bottling plant.

In 2002, Cosmos became a subsidiary of Coca-Cola Bottlers Philippines, Inc. ("CCBPI"), which was then partly owned by San Miguel Corporation ("SMC"). At the time of its acquisition, CCBPI and SMC conducted a technical assessment of all the bottling plants of Cosmos to improve its efficiency and determine compliance with government regulations. The team of auditors recommended and implemented some programs for the correction of malpractices and adoption of standard operating procedures.

In the exercise of business judgment, Cosmos closed down its plants in Bacolod, San Pedro, Laguna and Malabon as it failed to achieve the desired efficiency.

On the other hand, the quick fix program implemented in the San Fernando plant did not improve the line efficiencies nor did it address quality concerns. As early as August 2004, line 2 of the San Fernando plant was shut down due to machine break down. The costs of the repair and rehabilitation of the machine cost PhP3,000,000.00.

Eventually, Cosmos decided to close down all its production plants, cease operations and transfer its entire production requirement to CCBPI under a toll manufacturing agreement instead of maintaining its plants and shouldering other related expenses.

On September 3, 2007, respondents Cosmos summoned the employees assigned at the San Fernando plant, which includes (sic) all the employees, to a general assembly and announced the cessation of its operations. Complainants were informed that their employment is officially terminated effective October 15, 2007 but they will be paid their corresponding separation pay.

The separation package of respondent's employees consists of: (a) separation pay equivalent to forty-five (45) days per year of service; (b) one month financial assistance; (c) one month paid terminal leave; (d) commutation of earned and unused sick leave and vacation leave; (e) proportionate 13[th] month pay; and (f) extension of their HMO coverage until December 31, 2007. Respondent likewise provided livelihood seminars for its employees.

The affected employees were served with the individual notices of termination on the same date of September 3, 2007.

Corollarily, in consideration of the separation pay they received, the employees executed their individual Deed of Receipt, Release, Waiver and Quitclaim.

On September 14, 2007, respondent filed an Establishment Termination Report with the Department of Labor and Employment to notify it of the separation from service of the employees concerned on the ground of cessation of operations.

Sometime in November 2007, complainants commenced the instant action for illegal dismissal before the National Labor Relations Commission.[4]

Initially, Coca-Cola Bottlers Philippines, Inc. (“CCBPI”) and one Gerald Juliano were impleaded as respondents. But on motion of said respondents, the complaint against them was dismissed on the ground of lack of employer-employee relationship.[5] Hence, the complaint was allowed to remain only against Cosmos Bottling Corporation (“Cosmos”) and Odell Anthony David, the Human Resources Head of Cosmos San Fernando Plant.

In their Position Paper[6] dated December 19, 2007 filed with the NLRC Regional Arbitration Branch No. III in the City of San Fernando, Pampanga, petitioners claimed that the closure of the Cosmos San Fernando Plant was unjust and illegal, that it was intended to circumvent the provisions of the Labor Code and deprive them of their constitutional right to security of employment. Thus, they prayed that they be reinstated to their former positions with full backwages, without loss of seniority rights and other privileges, and that they be awarded damages and attorney's fees.

Private respondents opposed the complaint. In their Position Paper[7] dated June 12, 2008, they argued that petitioners were validly separated from the service on the ground of cessation of operations which was resorted to by Cosmos in good faith and in the exercise of a management prerogative recognized by law; that petitioners legally bound themselves by the respective deeds of receipt, release, waiver and quitclaim which they executed in recognition of the validity of their separation from service; and that petitioners had no cause of action against Odell Anthony David who was impleaded only in his capacity as corporate officer of Cosmos.

After the submission by the parties of their respective memoranda, the Labor Arbiter issued on October 11, 2010 a Decision which dismissed the petitioners' complaint, but ordered Cosmos to pay Fidel Oblino, Hermogenes Cruz, Mario Soriano and Melquiades Sanchez their separation pays and other monetary claims. According to the Labor Arbiter, the action of Cosmos in the cessation of the operations of its San Fernando Plant and four (4) other plants in the country is a management prerogative which is duly sanctioned by Article 283 of the Labor Code, as amended. Additionally, the Labor Arbiter found that Cosmos complied with the law by serving the required notices of termination, paying the separation pays of the affected employees, and by informing the Department of Labor and Employment (“DOLE”) of the closure of the San Fernando plant.

Both petitioners and private respondents appealed to the NLRC. Petitioners assailed the dismissal of their complaint while the respondents challenged the Labor Arbiter's ruling that Cosmos should pay Fidel Oblino, Hermogenes Cruz, Mario Soriano and Melquiades Sanchez their separation pays and other monetary claims. Cosmos claimed that the said employees had already been paid, as in fact they had received, their separation pays and other monetary benefits.

On April 25, 2011, the NLRC issued its now assailed Decision which affirmed with modification the Labor Arbiter's Decision. First, on the technical aspect, the NLRC ruled that the appeal was verified only by petitioner Ramil M. Sonza, who solely signed the Verification and Certificate of Non-Forum Shopping, there being no Special Power of Attorney executed by the other petitioners. Next, on the merits, the NLRC held that the petitioners were not illegally dismissed since they were terminated pursuant to an authorized cause, particularly closing or cessation of business operations under Article 283 of the Labor Code, as amended. The decision to close the business, according to the NLRC, is a management prerogative which is recognized by law. The NLRC affirmed that Cosmos had complied with the requirement of the law to notify the employees, pay them their separation pay and inform the DOLE of the decision to close the business and to terminate the employees concerned. However, with respect to the Labor Arbiter's order for Cosmos to pay Fidel Oblino, Hermogenes Cruz, Mario Soriano and Melquiades Sanchez their separation pays and other monetary claims, the NLRC found that, based on the records, said employees had already been paid. Hence, the said portion of the Labor Arbiter's Decision was ordered deleted.

Their motion for reconsideration having been denied by the NLRC in its Resolution[8] dated June 22, 2011, petitioners filed the instant petition for certiorari under Rule 65 of the Rules of Court, alleging that the NLRC committed grave abuse of discretion amounting to lack or excess of jurisdiction in dismissing their appeal. More particularly, the petitioners allege that:

I.

WITH ALL DUE RESPECT, PUBLIC RESPONDENT COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK AND/OR EXCESS OF JURISDICTION WHEN IT RULED THAT THE APPEAL OF PETITIONERS EXCEPT FOR PETITIONER RAMIL M. SONZA WAS DISMISSIBLE ON THE GROUND OF LACK OF VERIFICATION AND CERTIFICATION AGAINST FORUM SHOPPING.

II.

WITH ALL DUE RESPECT, PUBLIC RESPONDENT COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK AND/OR EXCESS OF JURISDICTION WHEN IT RULED THAT THE CLOSURE OF PRIVATE RESPONDENT COSMOS BOTTLING CORPORATION SAN FERNANDO CITY, PAMPANGA BRANCH IS VALID AND LEGAL.

III.

WITH ALL DUE RESPECT, PUBLIC RESPONDENT COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK AND/OR EXCESS OF JURISDICTION IN FAILING TO NOTICE AND RULE THAT THE CLOSURE OF PRIVATE RESPONDENT COSMOS BOTTLING CORPORATION SAN FERNANDO CITY, PAMPANGA BRANCH AMOUNTED TO ACTS OF UNFAIR LABOR PRACTICE (ULP) AS DEFINED BY PARAGRAPH (C) OF ARTICLE 248 OF THE LABOR CODE AS AMENDED.

IV.

WITH ALL DUE RESPECT, PUBLIC RESPONDENT COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK AND/OR EXCESS OF JURISDICTION IN FAILING TO NOTICE AND RULE THAT PETITIONERS ARE ENTITLED TO MORAL AND EXEMPLARY DAMAGES, ATTORNEY'S FEES, LITIGATION AND OTHER RELATED EXPENSES INCLUDING COST OF THE SUIT DESPITE THE PATENT FRAUD, EVIDENT BAD FAITH AND MALEVOLENT MANNER OF THE CLOSURE OF PRIVATE RESPONDENT COSMOS BOTTLING CORPORATION SAN FERNANDO CITY, PAMPANGA BRANCH.[9]

Private respondents oppose the petition and allege that:

I

THE 25 APRIL 2011 DECISION AND 22 JUNE 2011 RESOLUTION OF THE NLRC SHOULD BE CONSIDERED FINAL AND EXECUTORY WITH RESPECT TO GERMIE SANCHEZ AND PIWIE PINEDA WHO DID NOT VERIFY THE PETITION, AND AS REGARDS THE OTHER PETITIONERS WHO EXECUTED A DEFECTIVE SPECIAL POWER OF ATTORNEY IN FAVOR OF RAMIL SONZA.

II

THE PETITION SHOULD BE DISMISSED CONSIDERING THAT:

A. THE NLRC CORRECTLY DISMISSED THE MEMORANDUM OF PARTIAL APPEAL WHICH CONTAINED ONLY THE VERIFICATION OF RAMIL SONZA.

B. THE NLRC CORRECTLY RULED THAT PETITIONERS WERE VALIDLY SEPARATED FROM SERVICE ON THE GROUND OF CESSATION OF OPERATIONS WHICH WAS RESORTED TO BY THE COMPANY IN GOOD FAITH AND IN THE VALID EXERCISE OF A MANAGEMENT PREROGATIVE RECOGNIZED BY LAW.

C. PETITIONERS HAVE COME TO COURT WITH UNCLEAN HANDS AS THEY WAIVED ANY AND ALL CLAIMS AGAINST PRIVATE RESPONDENTS THROUGH THEIR DEEDS OF RECEIPT, RELEASE, WAIVER AND QUITCLAIM WHICH THEY EXECUTED IN RECOGNITION OF THE VALIDITY OF THEIR SEPARATION FROM SERVICE.

D. PETITIONERS ARE NOT ENTITLED TO MORAL AND EXEMPLARY DAMAGES, ATTORNEY'S FEES, LITIGATION AND OTHER RELATED EXPENSES INCLUDING COST OF THE SUIT.[10]

For this Court, the issue to be resolved is whether or not the NLRC committed grave abuse of discretion amounting to lack or excess of jurisdiction when it dismissed petitioners' appeal from the Labor Arbiter's Decision dated October 11, 2010.

First and foremost, on the matter of the verification of the petition and its certificate of non-forum shopping, which according to private respondents is defective because petitioners' attorney-in-fact, co-petitioner Ramil M. Sonza, was authorized by all except petitioners Germie Sanchez and Piwie Pineda, and not all the petitioners subscribed the Special Power of Attorney before the Notary Public, this alleged defect is not fatal.

Indeed, according to Section 1, Rule 65, in relation to Section 3, Rule 46 of the Rules of Court, the verification and certificate of non-forum shopping is an essential requirement in a petition for certiorari, and in a number of cases, non-compliance therewith was deemed a ground for dismissal of the petition.[11] However, in the case at bar, the Court notes that there was a sincere intention to comply with the rules and the alleged violation committed by the petitioners appears to be of little consequence. The Court particularly takes notice of the fact that all the petitioners were asked to sign in a prepared Special Power of Attorney with blanks where they could write their names and affix their signatures. All in all, the 142 petitioners signed four (4) Special Powers of Attorney, which were subscribed before a Notary Public by two of their co-petitioners namely Antonio F. Galang, Jr. and Eric D. Baluyot. Undoubtedly, it would have been impracticable to have all 142 petitioners execute individual Special Power of Attorney, or to have them each verify the petition and sign the certificate of non-forum shopping. Hence, this Court rules that the effort of the petitioners in appointing Ramil M. Sonza as their attorney-in-fact and representative, to verify the petition and sign the certificate of non-forum shopping on their behalf, is a substantial compliance with the rules. This Court's lenient holding is consistent with the liberal intent of the rules as ruled by the Supreme Court, thus:

In any event, the policy of liberal interpretation of procedural rules compels us to give due course to the Petition. There appears to be no intention to circumvent the need for proper verification and certification, which are intended to assure the truthfulness and correctness of the allegations in the Petition and to discourage forum shopping.[12]

Be that as it may, the petition should, nevertheless, be denied on the merits.

The special civil action for certiorari, under Section 1, Rule 65 of the Rules of Court is available when any

tribunal, board or officer exercising judicial or quasi-judicial functions has acted without or in excess of its or his jurisdiction, or with grave abuse of discretion amounting to lack or excess of jurisdiction, and there is no appeal, or any plain, speedy, and adequate remedy in the ordinary course of law. In a special civil action for certiorari, the petitioner carries the burden of proving not merely reversible error, but grave abuse of discretion amounting to lack or excess of jurisdiction, on the part of the public respondent for his issuance of the impugned order.[13]

Grave abuse of discretion was described in *Tañada vs. Angara*, thus:[14]

By grave abuse of discretion is meant such capricious and whimsical exercise of judgment as is equivalent to lack of jurisdiction. Mere abuse of discretion is not enough. It must be grave abuse of discretion as when the power is exercised in an arbitrary or despotic manner by reason of passion or personal hostility, and must be so patent and so gross as to amount to an evasion of a positive duty or to a virtual refusal to perform the duty, enjoined or to act at all in contemplation of law.

Grave abuse of discretion may also arise when a lower court or tribunal violates or contravenes the Constitution, the law or existing jurisprudence.[15] The grave abuse of discretion must be sufficiently established. Otherwise, failure on the part of the petitioner to show grave abuse of discretion will result in the dismissal of the petition.[16]

After a careful and thorough evaluation of the arguments of the parties and the evidence in support thereof, this Court rules that the petitioners failed to show that grave abuse of discretion amounting to lack or excess of jurisdiction was committed by the NLRC in the issuance of the impugned Decision. Hence, the petition should be denied.

The NLRC dismissed the petitioners' appeal on the ground that the petitioners failed to substantiate their claim that the closure of Cosmos' San Fernando, Pampanga plant was invalid, illegal or done to circumvent the law.

The NLRC was correct to sanction the closure on the basis of Article 283 of the Labor Code, as amended, which states that:

Article 283. Closure of Establishment and Reduction of Personnel.—The employer may also terminate the employment of any employee due to the installation of labor-saving devices, redundancy, retrenchment to prevent losses or the closing or cessation of operation of the establishment or undertaking unless the closing is for the purpose of circumventing the provisions of this Title, by serving a written notice on the workers and the Ministry of Labor and Employment at least one (1) month before the intended date thereof. In case of termination due to the installation of labor-saving devices or redundancy, the worker affected thereby shall be entitled to a separation pay equivalent to at least his one (1) month pay or to at least one (1) month pay for every year of service, whichever is higher. In case of retrenchment to prevent losses and in cases of closures or cessation of operations of establishment or undertaking not due to serious business losses or financial reverses, the separation pay shall be equivalent to one (1) month pay or at least one-half ($\frac{1}{2}$) month pay for every year of service, whichever is higher. A fraction of at least six (6) months shall be considered one (1) whole year.

Closure or cessation of business is the complete or partial cessation of the operations and/or shut-down of the establishment of the employer.[17] It is carried out to either stave off the financial ruin or promote the business interest of the employer.[18] Under Article 283 of the Labor Code, three requirements are necessary for a valid cessation of business operations, namely: (a) service of a written notice to the employees and to the DOLE at least one (1) month before the intended date thereof; (b) the cessation of business must be bona fide in character; and (c) payment to the employees of termination pay amounting to at least one-half ($\frac{1}{2}$) month pay for every year of service, or one (1) month pay, whichever is higher.[19]

It is important to note that closure or cessation of business, as an authorized cause of termination of employment,

need not depend for validity on evidence of actual or imminent reversal of the employer's fortune. Article 283 authorizes termination of employment due to business closure, regardless of the underlying reasons and motivations therefor, be it financial losses or not.[20]

In the case at bar, the NLRC correctly affirmed the findings of the Labor Arbiter that Cosmos complied with Article 283 of the Labor Code, as amended, in the closure of its San Fernando, Pampanga plant.

First, the petitioners and other affected employees of Cosmos' San Fernando, Pampanga plant were served notices of termination[21] on September 3, 2007 which uniformly provided that:

Dear (name of employee),

After a comprehensive review of its operations, the Company has decided to cease operations and transfer its production requirements to Coca-Cola Bottlers Philippines, Inc., under a toll-manufacturing arrangement.

We regret to inform you that as a necessary consequence of the cessation of operations, we have to terminate your employment with the Company. Your termination shall take effect on 15 October 2007, but you will no longer be required to work beginning 4 September 2007, so as to give you all the opportunity to look for other employment.

The Company has come up with a generous separation package that will assist you to cope with life after your employment with the Company. You will also receive a separate financial assistance equivalent to:

- 45 days per year of service
- One month financial assistance
- One month paid terminal leave
- Commutation of earned & unused SL/VL
- Proportionate 13th month pay
- HMO extension of coverage until December 31, 2008

Enclosed is a computation of your total separation package.

The Company has also set up help desks, which you may call at telephone numbers (02)6885901, (02)6885902, 0915-7130294 (call/text), that will assist you with whatever questions you might have, including the conduct of livelihood seminars.

Thank you for your service to the Company.

Very truly yours,

Ronnie S. Salas

Moreover, Cosmos filed with the Department of Labor and Employment (DOLE) an Establishment Termination Report[22] dated September 3, 2007 which indicated that (a) Cosmos was shutting down or closing its San Fernando, Pampanga Plant, (b) effective October 15, 2007, (c) which would affect 347 workers. This particular notice to the DOLE is intended to enable the proper authorities to determine after hearing whether such closure is being done in good faith, i.e., for bona fide business reasons, or whether, to the contrary, the closure is being resorted to as a means of evading compliance with the just obligations of the employer to the employees affected.[23]

Lastly, based on the records, the affected employees were paid their separation pay in an amount higher than what is required by the law. Instead of just ½ month for every year of service, the affected employees—including

petitioners herein—were paid “45 days per year of service.” Not only that, they were granted (a) one month financial assistance, (b) one month paid terminal leave, (c) commutation of their earned and unused sick and vacation leaves, (d) proportionate 13th month pay, and (e) their Health Maintenance Organization (HMO) benefits were extended for another year.[24] Upon receipt of these benefits, the affected employees—including petitioners herein—signed Deeds of Receipt, Release, Waiver and Quitclaim.

The petitioners do not dispute any of the above. They have not shown that the NLRC was wrong in its findings (a) that Cosmos had closed its San Fernando, Pampanga plant, (b) that they were served notices of the closure more than a month in advance, (c) that the DOLE was duly notified, and (d) that they had been paid their separation pay and other benefits. Instead, in this appeal, they raise a new matter, that is, the Cosmos' closure of the subject plant is an unfair labor practice (ULP) under Article 248(c) of the Labor Code, as amended. According to petitioners, the closure of the San Fernando, Pampanga plant resulted in the complete dissolution of the union, Nagkakaisang Lakas Manggagawa ng Cosmos, and in the dismissal of the entire workforce of Cosmos.

The argument deserves scant consideration.

First, the ULP claim is a new theory, raised for the first time in the instant petition for certiorari. It was never raised before the Labor Arbiter or the NLRC. In their pleadings, the petitioners merely disputed the truthfulness, validity and legality of the closure of Cosmos' San Fernando, Pampanga plant. In fact, in their petition, petitioners admit that the ULP claim is a departure from their previous arguments.[25]

The change of theory—from simply saying that the closure was without basis to calling it an unfair labor practice—is a practice by many lawyers and litigants alike that has been consistently rejected. As explained in *RCBC vs. Marcopper Mining Corporation*: [26]

Well-settled is the rule that a party is not allowed to change the theory of the case or the cause of action on appeal. We have consistently rejected the pernicious practice of shifting to a new theory on appeal in the hope of a favorable result. Issues not raised in the court a quo cannot be raised for the first time on appeal because to do so would be offensive to the basic rules of justice and fair play. Matters, theories or arguments not brought out in the proceedings below will not ordinarily be considered by a reviewing court as they cannot be raised for the first time on appeal. (Emphasis supplied)

The prohibition applies strongly in this petition for certiorari because the query in this proceeding is limited to the determination of whether or not the NLRC acted without or in excess of its jurisdiction or with grave abuse of discretion.[27] To try the issue of ULP, which is a factual one, for the first time, would be to go beyond the jurisdiction granted this Court in a petition for certiorari. Thus, petitioners should have raised the matter before the Labor Arbiter and NLRC when they had the chance.

At any rate, even if the issue were to be considered by this Court, the same would still fail because petitioners failed to establish that Cosmos committed Article 248(c) of the Labor Code, as amended, which is “to contract out services or functions being performed by union members when such will interfere with, restrain or coerce employees in the exercise of their rights to self-organization.”

First, the evidence does not show that Cosmos contracted out the services or functions being performed by the employees of Cosmos at the San Fernando, Pampanga plant. Rather, the entire plant was closed, hence, as a consequence, the employees in the plant had to be terminated.

Second, the evidence does not show, not even by implication, that the decision of Cosmos to close the San Fernando, Pampanga plant was intended to interfere with, restrain or coerce employees in the exercise of their right to self-organization. Basic is the principle that good faith is presumed and he who alleges bad faith has the

duty to prove the same.[28] In the case at bar, the petitioners utterly failed to discharge said duty.

Clearly, there is no merit in the claim of petitioners that the closure of Cosmos' San Fernando, Pampanga plant is an unfair labor practice.

Lastly, on the issue of damages, petitioners claim that they are entitled thereto because “they were dismissed in a very barbaric and anti-worker manner”, and that “they were victims of conspiracy by and between private respondents, all the officers of the union (Nagkakaisang Lakas Manggagawa ng Cosmos) and CCBPI.”

The allegations are more imagined than real. The evidence does not show that the petitioners were arbitrarily terminated from work and that the closure was a conspiracy between Cosmos, the union and Coca-Cola Bottlers, Philippines, Inc., the transferee of the San Fernando, Pampanga plant. It is basic in the rule of evidence that bare allegations, unsubstantiated by evidence, are not equivalent to proof.[29] Hence, there is no basis to award the petitioners moral and exemplary damages, including attorney's fees.

Withal, based on the foregoing discussion, this Court rules that the NLRC did not commit grave abuse of discretion amounting to lack or excess of jurisdiction when it dismissed petitioners' appeal from the Labor Arbiter's Decision dated October 11, 2010.

WHEREFORE, the instant petition for certiorari is DENIED for lack of merit.

SO ORDERED.

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

Pursuant to Article VIII, Section 13 of the Constitution, it is hereby certified that the conclusions in the above decision were reached in consultation before the case was assigned to the writer of the opinion of the Court.

Zalameda, and Diy, JJ., concur.

[1] Rollo, pp. 58-71.

[2] Rollo, pp. 188-205.

[3] Rollo, p. 205.

[4] NLRC Decision, pp. 3-5; Rollo, pp. 60-62.

[5] Labor Arbiter's Order dated April 4, 2008.

[6] Rollo, pp. 215-220.

[7] Rollo, pp. 222-242.

[8] Rollo, pp. 44-45.

[9] Petition, pp. 10-11; Rollo, pp. 13-14.

[10] Comment, p. 17; Rollo, p. 1588.

[11] Tolentino vs. Rivera, G.R. No. 149665, January 25, 2006.

[12] Pilipinas Shell vs. John Bordman, G.R. No. 159831, October 14, 2005.

- [13] *Duco vs. COMELEC*, G.R. No. 183366, August 19, 2009.
- [14] G.R. No. 118295, May 2, 1997.
- [15] *Republic vs. COCOFED*, G.R. Nos. 147062-64, December 14, 2001.
- [16] *Tañada vs. Angara*, *supra*.
- [17] *Eastridge Golf Club, Inc. vs. Eastridge Golf Club, Inc., Labor Union-Super*, G.R. No. 166760, August 22, 2008.
- [18] *Ibid*.
- [19] *J.A.T. General Services vs. NLRC*, G.R. No. 148340, January 26, 2004.
- [20] *Eastridge Golf Club, Inc. vs. Eastridge Golf Club, Inc., Labor Union-Super*, *supra*.
- [21] *Rollo*, p. 1617.
- [22] *Rollo*, p. 2011.
- [23] *Coca-Cola Bottlers (Phils), Inc. vs. NLRC*, G.R. Nos. 93530-36, February 27, 1991.
- [24] The respective amounts received by the affected employees, including the petitioners, are stated in pages 8 to 11 of the Comment.
- [25] *Petition*, p. 21.
- [26] G.R. No. 170738, October 30, 2009.
- [27] *Soriano, Jr. vs. NLRC*, G.R. No. 165594, April 23, 2007.
- [28] *Central Azucarera de Bais Employees Union-NFL vs. Central Azucarera de Bais, Inc.*, G.R. No. 186605, November 17, 2010.
- [29] *Real vs. Belo*, G.R. No. 146224, January 26, 2007.

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