

**MATEO HOT & COLD SPRING RESORT AND HACIENDA AND
REYNOLD A. MATEO, PETITIONERS, VS. HON. LOURDES M.
TRANSMONTE, IN HER CAPACITY AS UNDERSECRETARY OF THE
DEPARTMENT OF LABOR AND E...**

Ponente: TIJAM, J.

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TIJAM, J.:

We direct the attention of the parties to Our Resolution[1] dated May 28, 2013, the contents of which is quoted below:

"On September 28, 2012, Petitioners filed a Motion to Allow Petitioners to Withdraw Petition, praying that they be allowed to withdraw their Petition, for being moot and academic since the parties have finally arrived at an amicable settlement. Such settlement is embodied in a September 12, 2012 notarized document, 'Waiver and Quitclaim', which they filed before the Regional Office No. V of the Department of Labor and Employment (DOLE). Petitioners also claim that both parties had already filed a Join Motion to Terminate Cases with Motion to Release Bond with the Arbitration Branch of the NLRC.

In Our October 29, 2012 Resolution, We directed Petitioners' counsel to submit Petitioners' written conformity to the withdrawal of the Petition, and required Respondents to file a Comment on the Motion to Withdraw the Petition. x x x

On January 28, 2013, Petitioner Reynaldo A. Mateo, for himself and in behalf of Petitioner Mateo Hot & Cold Spring Resort, filed his Compliance, to Our Resolution, manifesting that the Motion to Consider Case Closed and Terminated was filed by his counsel through his initiative, having amicably settled all his labor cases with all the complainants.

On March 8, 2013, Public Respondent NLRC, filed a Manifestation (In Lieu of Comment), stating that it is not opposing Petitioners' Motion to withdraw their Petition, since the parties have already agreed to settle their case amicably, as can be gleaned from the Absolute Quitclaim and Waiver signed by the complainants through their Attorney-In-Fact, there being no showing of any violation of law.

x x x Petitioners are directed to submit any Order or Resolution issued by the Regional Office No. V of the DOLE, admitting and granting the Quitclaim and Waiver entered between the parties, as proof that indeed, the controversy in this case has been settled amicably."

There being no compliance to the aforesaid directive, on May 14, 2014, We issued a Resolution[2] directing the petitioners, for the last time, to comply with the earlier resolution.

Responding thereon, on July 14, 2014, this Court received, through mail, petitioners' counsel's Motion for Extension of Time[3] praying that he be granted a 30-day extension within which to submit/file his Compliance to show cause and comply with the Resolution dated May 28, 2013.[4] This motion is NOTED by this Court.

On November 6, 2014, petitioners' counsel filed a Motion to Admit Compliance with attached Compliance with this Court's Resolution dated May 28, 2013 confirming the Order issued by the Office of the Regional Director on

July 24, 2013, granting petitioners' motion to withdraw documents and directing the release and delivery of petitioners' property bond. Petitioners' counsel further attached the Motion to Withdraw Document, Order dated April 15, 2013, Order dated July 24, 2013, both issued by the DOLE-Region V, Waiver and Quitclaim executed and signed by private respondents, Special Powers of Attorney and Joint Motion to Terminate Cases With Motion to Release Bond. These documents, forming part and parcel of the petitioners' counsel's Compliance, are hereby ADMITTED.

With the filing of the aforestated documents confirming that the instant case before this Court has been settled amicably or included in the settlement of the NLRC cases, We find compelling reason to grant the dismissal of the instant case.

Pertinently, the Waiver and Quitclaim states:

"Know All Men By These Presents:

We, Apolonio G. Agnote, Jr., Augusto M. Asedillo, Teresita G. Asedillo, Ernesto B. Gabito, Michael G. Diolata, Dioscoro B. Franche, Angel G. Forte, Emma D. Franche, Blanca A. Fruto, Samuel B. Fruto, Elena B. Garduque, Hayna F. Villanueva, Margiorie B. Imperial, Allan M. Asedillo, Romeo B. Diolata, Enrique B. Gabito, Lorenzo B. Diolata, Jaime B. Gabito, Ronaldo D. Franche, Maritess D. Emaas, Susana E. Diolata, Joven R. Diolata, Norman D. Franche, Teresita G. Gabito, Benjamin R. Diolata, Gemma H. Formento, Eric G. Garduque, amd Yolanda A. Balaoro, all of Monbon, Isorin, for and in consideration of THREE MILLION PESOS (P3,000,000.00) do hereby WAIVE and QUIT any and all CLAIMS against REYNOLD A. MATEO, his heirs, assigns and privies in interest, and MATEO COLD and HOT SPRING RESORT, located also at Monbon, Irosin, Sorsogon, arising from the Complaints we filed, as follows;

1. (NLRC RAB V Case Nos. 01-00016-11/01-00020-11/LAC No. 11-002937-11B), and
2. (NLRC RAB V Case No. 4-00078-11/LAC 01-000214).

This WAIVER and QUITCLAIM, as supported by Formal Receipt which is attached hereto, is ABSOLUTE.

By Atty. Ferdinand E. Laguna

(By Virtue of Special Powers of Attorney Attached Hereto as Annexes A to D Inclusive)"[5]

Case law outlines the parameters for valid compromise agreements, waivers and quitclaims. Particularly, in *Bantolino v. Coca-Cola Bottlers Phils.*[6], it was laid down that 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.

Closely examining the Waiver and Quitclaim, the same is devoid of any palpable inequity as the terms of settlement therein stipulated in simple terms are fair and just. Consequently, the same must be recognized as valid and binding and, accordingly, the instant case should be dismissed and finally terminated.

IN VIEW OF THE FOREGOING, the parties' amicable settlement is respected and granted. The Petition for Certiorari is hereby DISMISSED and the case is hereby declared CLOSED and TERMINATED.

SO ORDERED.

Lopez, M.V. and Garcia-Fernandez, M.V., JJ. , concur.

[1] Rollo, pp. 116-119.

[2] Rollo, pp. 129-131.

[3] Id., pp. 138-139.

[4] Id., p. 139.

[5] Appended to the Rollo.

[6] G.R. No. 153660, June 10, 2003.

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