

JOY C. URLANDA, PETITIONER, VS. NATIONAL LABOR RELATIONS COMMISSION, CAPARROS MART & DRUG STORE AND JOCELYN CAPARROS, RESPONDENTS.

Ponente: PAREDES, J.

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PAREDES, J.:

The petition was submitted[1] for decision on September 24, 2014.

However, on January 26, 2015, a joint motion[2] to approve compromise agreement and dismiss petition was filed by the parties stating that with the assistance of their respective counsels, a successful settlement had been reached and, consequently, a Compromise Agreement[3] dated January 22, 2015, was signed by petitioner Joy C. Urlanda, assisted by Atty. Maricion B. Capili-Guingab of the Public Attorney's Office (PAO) and by private respondent Jocelyn Caparros, assisted by Atty. Ahmed Joseph Yu.

Attached to the joint motion are copies of petitioner's affidavit of desistance⁴ and the compromise agreement.

The Compromise Agreement, quoted in full, states, that:

COMPROMISE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Compromise Agreement, entered into this 22nd day of January, 2015, by and between:

JOY C. URLANDA, a Filipino, of legal age, and resident of 175 ME Villa San Lorenzo Sto. Domingo Apartment, Red V. Ibabang Dupay, Lucena City, Quezon.

-and-

CAPARROS MART AND DRUGSTORE, a duly organized sole proprietorship organized and existing under Philippine Laws with office address at Bonifacio Street, Barangay Maunlad, Gumaca, Quezon, hereinafter referred to as the SECOND PARTY;

WITNESSETH, That:

WHEREAS, First Party filed a Petition for Review (sic) seeking review of the Decision of the Honorable National Labor Relations Commission dismissing the Illegal Dismissal case filed against Second Party which is now pending before the Honorable Court of Appeals (Special Eleventh Division), docketed as "Urlanda vs. NLRC et. al. CA-G.R. No. 131157";

WHEREAS, to dispense with further costs of litigation and inconvenience to both parties, they have agreed to amicably settle said case;

WHEREAS, the execution of this agreement does not mean that the Second party admits any of the liabilities in the instant case;

WHEREAS, both parties hereby voluntarily and willingly agree that they, their successors-in-interest and assigns, shall be bound by this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree with the following terms and conditions:

1. The Second Party shall pay to the First Party the total amount of Sixty Five Thousand Pesos (Php65,000.00), receipt of which is hereby acknowledged.
2. First Party acknowledges that the amount indicated in this agreement constitutes as full satisfaction of her monetary claims in this case.
3. Upon payment by the Second Party of the Sixty Five Thousand Pesos, the First party shall execute an Affidavit of Desistance/Quitclaim in this instant case for purposes of withdrawing the Petition with prejudice.
4. Upon signing of the Compromise Agreement and Affidavit of Desistance, parties will file a Joint Motion to Approve Compromise Agreement and to Withdraw Petition;

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 22nd day of January 2015 in Pasig City.

(Sgd) (Sgd)

JOY C. URLANDA JOCELYN CAPARROMS
CAPARROS MART AND DRUGSTORE

(Sgd) (Sgd)

Assisted by: Atty. Maricion B. Capili-Guingab
Public Attorney's Office Atty. Ahmed Joseph Yu
Counsel for the respondents

ACKNOWLEDGMENT

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It is understood that matters and issues incidental to, and arising from the case at bar, have been joined and settled with the execution of the compromise agreement.

In as much as the compromise agreement mutually stipulated upon is not contrary to law, morals or public policy, it "... has upon the parties, the effect and authority of res judicata"[5].

WHEREFORE, the joint motion to approve compromise agreement and dismiss petition is GRANTED and the Compromise Agreement dated January 22, 2015, is APPROVED and considered final and executory upon the parties, who are enjoined to abide strictly and comply in good faith with the terms and conditions thereof.

The case is deemed CLOSED and TERMINATED.

SO ORDERED.

Didican, I. P., Chairperson, and Ybañez, E. A., JJ. , concur.

[1] See Resolution dated September 24, 2014, rollo, p. 214.

[2] Rollo, pp. 223-7.

[3] Rollo, pp.228-31.

[4] Rollo, pp. 232-3.

[5] Article 2037 of the Civil Code of the Philippines.

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