

**DEE CONCRETE, INC., HENRY GERONA DEE AND JOHN O. DEE,
PETITIONERS, VS. THE HONORABLE NATIONAL LABOR RELATIONS
COMMISSION, 4TH DIV. (FORMERLY 7TH DIVISION) AND MARTIN C.
CUARES, ...**

Ponente: CORALES, J.

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CORALES, J.:

This is a Petition for Certiorari[1] under Rule 65 of the Rules of Court assailing the June 11, 2013 Decision[2] and August 27, 2013 Resolution[3] of the National Labor Relations Commission (NLRC), Fourth Division in NLRC LAC No. 04-001184-13. The Decision dismissed the appeal of petitioners and upheld the findings of the Labor Arbiter. The Resolution, on the other hand, denied petitioners' motion for reconsideration.

On May 4, 2012, private respondent Martin D. Cuares (Cuares) filed before the NLRC, Quezon City a complaint[4] for illegal dismissal and non-payment of salary, overtime pay, holiday pay, rest day premium pay, COLA, night-shift differential pay and paternity leave against petitioners Dee Concrete, Inc., and its President Henry Dee and Vice-President of Operations John Dee. On August 31, 2012, Labor Arbiter Renaldo O. Hernandez rendered a Decision[5] finding Cuares to have been illegally dismissed from employment and holding petitioners liable for separation pay and backwages in lieu of reinstatement. The dispositive portion of the decision reads:

WHEREFORE, premises considered, judgment is entered finding that complainant Martin D. Cuares was illegally dismissed- constructive effective 10/03/2011 with his being placed under an illegal indefinite suspension, ORDERING respondents to pay him, in lieu of his reinstatement, separation pay of 1 month pay per year of service, reckoned from his effective date of hire in April 2014, until date of this Decision and to pay him back wages from date of illegal dismissal on 10/03/2011 until, likewise, date of this Decision, based on the minimum wage earning of P650 x average 16 days of work per month = P10,400/month.

The award as computed:

- Separation Pay 1 month per year of service 8 years x P10,400 = P83,200.00 as his separation pay;
- Backwages P10,400.00 x 11 months [10/03/2011 – 8/31/2012] = P114,400.00 as his backwages.

Other money claims of complainant are dismissed for failure to substantiate. (Emphasis appear in the original text of the Decision.)

SO ORDERED.

On appeal, the NLRC rendered its June 11, 2013 Decision[6] sustaining the findings of the Labor Arbiter. Petitioners moved for reconsideration but the NLRC dismissed the same.

Aggrieved, petitioners filed the instant Petition for Certiorari imputing grave abuse of discretion on the part of the NLRC in finding that Cuares was illegally dismissed from employment.

On February 3, 2014, petitioners filed a Manifestation[7] informing this Court of their willingness to undergo mediation. Acting thereon, We issued a Resolution[8] referring the instant case to the Philippine Mediation Center – Court of Appeals (PMC-CA) Unit for mediation proceedings.

On June 18, 2014, a report[9] was submitted by Hon. Jack Andrew O. Miranda, Appellate Court Mediator, informing Us of the successful mediation between the parties and praying that judgment be rendered pursuant to the terms of the parties' Compromise Agreement.[10] The Compromise Agreement reads:[11]

COME NOW the Parties and unto this Honorable Court, respectfully submit the following Compromise Agreement, to wit:

- Undersigned parties, DEE CONCRETE, INC., petitioner, represented by Mr. Reynaldo L. Raymundo, Plant Manager and MARTIN D. CUARES, respondent, hereby agrees to settle the case in the amount of P160,000.00 as full settlement of the monetary award and all claims arising from the Decision of the National Labor Relations Commission dated June 11, 2013 and the same is hereby considered as fully satisfied and respondent has no more claims whatsoever against the petitioner arising from this case. The amount shall be taken from the bond posted by petitioner with NLRC.

- Petitioner shall facilitate the release of the bond with the Commission and the expense for the processing of the release to be shouldered by petitioner.

- Both parties further agree that no further action base on the same ground be brought against each other in the future and that this agreement applies to all claims and damages or losses that either party may have against each other whether those damages or losses are known, or unknown, foreseen or unforeseen.

- Parties voluntarily signed this Compromise Agreement, not being contrary to laws, morals and public policy.

WHEREFORE, it is respectfully prayed that the above Compromise Agreement be approved, the case be dismissed with prejudice, and this agreement be considered as the Decision in the above-entitled case.

Manila, June 11, 2014.

Petitioner Respondent

DEE CONCRETE, INC.

(sgd)

(sgd)

By: Mr. Reynaldo L. Raymundo

MARTIN C. CUARES

Attested by:

(sgd)

JACK ANDREW O. MIRANDA

Appellate Court Mediator

WHEREFORE, finding the foregoing compromise agreement to be in accord with law, public order, public policy, morals and good customs, the Court APPROVES the same and renders judgment in accordance therewith. The afore-quoted terms and conditions are deemed integral parts of the dispositive portion of this Decision. Accordingly, the parties are ORDERED to faithfully comply with the terms and conditions thereof. Let Entry of Judgment be issued.

SO ORDERED.

Villon (Chairperson) and Macalino, JJ., concur.

[1] Rollo, pages 3-10.

[2] Penned by Commissioner Numeriano D. Villena with the concurrence of Commissioner Angelo Ang Palaña and Presiding Commissioner Herminio V. Suelo, *ibid.*, pages 12-18.

[3] *Ibid.*, pages 20-22.

[4] *Ibid.*, pages 97-98.

[5] Penned by Labor Arbiter Renaldo O. Hernandez, *ibid.*, pages 33-40.

[6] *Supra*, at note 2.

[7] Rollo, page 116.

[8] *Ibid.*, page 120.

[9] *Ibid.*, page 121.

[10] *Ibid.*, page 122.

[11] *Ibid.* Emphasis appear in the original text.

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