

COCA COLA BOTTLERS (PHILS.), INC./ERIC MONTINOLA, MANAGER, PETITIONERS, VS. DR. DEAN N. CLIMACO, RESPONDENT.

G.R. No. 146881. February 05, 2007

Ponente: AZCUNA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-146881/>

AZCUNA, J.:

This is a petition for review on certiorari of the Decision of the Court of Appeals[1] promulgated on July 7, 2000, and its Resolution promulgated on January 30, 2001, denying petitioner's motion for reconsideration. The Court of Appeals ruled that an employer-employee relationship exists between respondent Dr. Dean N. Climaco and petitioner Coca-Cola Bottlers Phils., Inc. (Coca-Cola), and that respondent was illegally dismissed.

Respondent Dr. Dean N. Climaco is a medical doctor who was hired by petitioner Coca-Cola Bottlers Phils., Inc. by virtue of a Retainer Agreement that stated:

WHEREAS, the COMPANY desires to engage on a retainer basis the services of a physician and the said DOCTOR is accepting such engagement upon terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual agreement hereinafter contained, the parties agree as follows:

- This Agreement shall only be for a period of one (1) year beginning January 1, 1988 up to December 31, 1988. The said term notwithstanding, either party may terminate the contract upon giving a thirty (30)-day written notice to the other.
- The compensation to be paid by the company for the services of the DOCTOR is hereby fixed at PESOS: Three Thousand Eight Hundred (P3,800.00) per month. The DOCTOR may charge professional fee for hospital services rendered in line with his specialization. All payments in connection with the Retainer Agreement shall be subject to a withholding tax of ten percent (10%) to be withheld by the COMPANY under the Expanded Withholding Tax System. In the event the withholding tax rate shall be increased or decreased by appropriate laws, then the rate herein stipulated shall accordingly be increased or decreased pursuant to such laws.
- That in consideration of the above mentioned retainer's fee, the DOCTOR agrees to perform the duties and obligations enumerated in the COMPREHENSIVE MEDICAL PLAN, hereto attached as Annex "A" and made an integral part of this Retainer Agreement.
- That the applicable provisions in the Occupational Safety and Health Standards, Ministry of Labor and Employment shall be followed.
- That the DOCTOR shall be directly responsible to the employee concerned and their dependents for any injury inflicted on, harm done against or damage caused upon the employee of the COMPANY or their dependents during the course of his examination, treatment or consultation, if such injury, harm or damage was committed through professional negligence or incompetence or due to the other valid causes for action.
- That the DOCTOR shall observe clinic hours at the COMPANY'S premises from Monday to Saturday of a

minimum of two (2) hours each day or a maximum of TWO (2) hours each day or treatment from 7:30 a.m. to 8:30 a.m. and 3:00 p.m. to 4:00 p.m., respectively unless such schedule is otherwise changed by the COMPANY as [the] situation so warrants, subject to the Labor Code provisions on Occupational Safety and Health Standards as the COMPANY may determine. It is understood that the DOCTOR shall stay at least two (2) hours a day in the COMPANY clinic and that such two (2) hours be devoted to the workshift with the most number of employees. It is further understood that the DOCTOR shall be on call at all times during the other workshifts to attend to emergency case[s];

- That no employee-employer relationship shall exist between the COMPANY and the DOCTOR whilst this contract is in effect, and in case of its termination, the DOCTOR shall be entitled only to such retainer fee as may be due him at the time of termination.[2]

The Comprehensive Medical Plan,[3] which contains the duties and responsibilities of respondent, adverted to in the Retainer Agreement, provided:

A. OBJECTIVE

These objectives have been set to give full consideration to [the] employees' and dependents' health:

- Prompt and adequate treatment of occupational and non-occupational injuries and diseases.
- To protect employees from any occupational health hazard by evaluating health factors related to working conditions.
- To encourage employees [to] maintain good personal health by setting up employee orientation and education on health, hygiene and sanitation, nutrition, physical fitness, first aid training, accident prevention and personnel safety.
- To evaluate other matters relating to health such as absenteeism, leaves and termination.
- To give family planning motivations.

B. COVERAGE

- All employees and their dependents are embraced by this program.
- The health program shall cover pre-employment and annual p.e., hygiene and sanitation, immunizations, family planning, physical fitness and athletic programs and other activities such as group health education program, safety and first aid classes, organization of health and safety committees.
- Periodically, this program will be reviewed and adjusted based on employees' needs.

C. ACTIVITIES

- Annual Physical Examination.
- Consultations, diagnosis and treatment of occupational and non-occupational illnesses and injuries.
- Immunizations necessary for job conditions.
- Periodic inspections for food services and rest rooms.
- Conduct health education programs and present education materials.
- Coordinate with Safety Committee in developing specific studies and program to minimize environmental health hazards.
- Give family planning motivations.

- Coordinate with Personnel Department regarding physical fitness and athletic programs.
- Visiting and follow-up treatment of Company employees and their dependents confined in the hospital.

The Retainer Agreement, which began on January 1, 1988, was renewed annually. The last one expired on December 31, 1993. Despite the non-renewal of the Retainer Agreement, respondent continued to perform his functions as company doctor to Coca-Cola until he received a letter[4] dated March 9, 1995 from petitioner company concluding their retainer agreement effective 30 days from receipt thereof.

It is noted that as early as September 1992, petitioner was already making inquiries regarding his status with petitioner company. First, he wrote a letter addressed to Dr. Willie Sy, the Acting President and Chairperson of the Committee on Membership, Philippine College of Occupational Medicine. In response, Dr. Sy wrote a letter[5] to the Personnel Officer of Coca-Cola Bottlers Phils., Bacolod City, stating that respondent should be considered as a regular part-time physician, having served the company continuously for four (4) years. He likewise stated that respondent must receive all the benefits and privileges of an employee under Article 157 (b)[6] of the Labor Code.

Petitioner company, however, did not take any action. Hence, respondent made another inquiry directed to the Assistant Regional Director, Bacolod City District Office of the Department of Labor and Employment (DOLE), who referred the inquiry to the Legal Service of the DOLE, Manila. In his letter[7] dated May 18, 1993, Director Dennis P. Ancheta, Legal Service, DOLE, stated that he believed that an employer-employee relationship existed between petitioner and respondent based on the Retainer Agreement and the Comprehensive Medical Plan, and the application of the "four-fold" test. However, Director Ancheta emphasized that the existence of employer-employee relationship is a question of fact. Hence, termination disputes or money claims arising from employer-employee relations exceeding P5,000 may be filed with the National Labor Relations Commission (NLRC). He stated that their opinion is strictly advisory.

An inquiry was likewise addressed to the Social Security System (SSS). Thereafter, Mr. Romeo R. Tupas, OIC-FID of SSS-Bacolod City, wrote a letter[8] to the Personnel Officer of Coca-Cola Bottlers Phils., Inc. informing the latter that the legal staff of his office was of the opinion that the services of respondent partake of the nature of work of a regular company doctor and that he was, therefore, subject to social security coverage.

Respondent inquired from the management of petitioner company whether it was agreeable to recognizing him as a regular employee. The management refused to do so.

On February 24, 1994, respondent filed a Complaint[9] before the NLRC, Bacolod City, seeking recognition as a regular employee of petitioner company and prayed for the payment of all benefits of a regular employee, including 13th Month Pay, Cost of Living Allowance, Holiday Pay, Service Incentive Leave Pay, and Christmas Bonus. The case was docketed as RAB Case No. 06-02-10138-94.

While the complaint was pending before the Labor Arbiter, respondent received a letter dated March 9, 1995 from petitioner company concluding their retainer agreement effective thirty (30) days from receipt thereof. This prompted respondent to file a complaint for illegal dismissal against petitioner company with the NLRC, Bacolod City. The case was docketed as RAB Case No. 06-04-10177-95.

In a Decision[10] dated November 28, 1996, Labor Arbiter Jesus N. Rodriguez, Jr. found that petitioner company lacked the power of control over respondent's performance of his duties, and recognized as valid the Retainer Agreement between the parties. Thus, the Labor Arbiter dismissed respondent's complaint in the first case, RAB Case No. 06-02-10138-94. The dispositive portion of the Decision reads:

WHEREFORE, premises considered, judgment is hereby rendered dismissing the instant complaint seeking

recognition as a regular employee.

SO ORDERED.[11]

In a Decision[12] dated February 24, 1997, Labor Arbiter Benjamin Pelaez dismissed the case for illegal dismissal (RAB Case No. 06-04-10177-95) in view of the previous finding of Labor Arbiter Jesus N. Rodriguez, Jr. in RAB Case No. 06-02-10138-94 that complainant therein, Dr. Dean Climaco, is not an employee of Coca-Cola Bottlers Phils., Inc.

Respondent appealed both decisions to the NLRC, Fourth Division, Cebu City.

In a Decision[13] promulgated on November 28, 1997, the NLRC dismissed the appeal in both cases for lack of merit. It declared that no employer-employee relationship existed between petitioner company and respondent based on the provisions of the Retainer Agreement which contract governed respondent's employment.

Respondent's motion for reconsideration was denied by the NLRC in a Resolution[14] promulgated on August 7, 1998.

Respondent filed a petition for review with the Court of Appeals.

In a Decision promulgated on July 7, 2000, the Court of Appeals ruled that an employer-employee relationship existed between petitioner company and respondent after applying the four-fold test: (1) the power to hire the employee; (2) the payment of wages; (3) the power of dismissal; and (4) the employer's power to control the employee with respect to the means and methods by which the work is to be accomplished.

The Court of Appeals held:

The Retainer Agreement executed by and between the parties, when read together with the Comprehensive Medical Plan which was made an integral part of the retainer agreements, coupled with the actual services rendered by the petitioner, would show that all the elements of the above test are present.

First, the agreements provide that "the COMPANY desires to engage on a retainer basis the services of a physician and the said DOCTOR is accepting such engagement x x x" (Rollo, page 25). This clearly shows that Coca-Cola exercised its power to hire the services of petitioner.

Secondly, paragraph (2) of the agreements showed that petitioner would be entitled to a final compensation of Three Thousand Eight Hundred Pesos per month, which amount was later raised to Seven Thousand Five Hundred on the latest contract. This would represent the element of payment of wages.

Thirdly, it was provided in paragraph (1) of the agreements that the same shall be valid for a period of one year. "The said term notwithstanding, either party may terminate the contract upon giving a thirty (30) day written notice to the other." (Rollo, page 25). This would show that Coca-Cola had the power of dismissing the petitioner, as it later on did, and this could be done for no particular reason, the sole requirement being the former's compliance with the 30-day notice requirement.

Lastly, paragraphs (3) and (6) of the agreements reveal that Coca-Cola exercised the most important element of all, that is, control, over the conduct of petitioner in the latter's performance of his duties as a doctor for the company.

It was stated in paragraph (3) that the doctor agrees to perform the duties and obligations enumerated in the Comprehensive Medical Plan referred to above. In paragraph (6), the fixed and definite hours during which the petitioner must render service to the company is laid down.

We say that there exists Coca-Cola's power to control petitioner because the particular objectives and activities to be observed and accomplished by the latter are fixed and set under the Comprehensive Medical Plan which

was made an integral part of the retainer agreement. Moreover, the times for accomplishing these objectives and activities are likewise controlled and determined by the company. Petitioner is subject to definite hours of work, and due to this, he performs his duties to Coca-Cola not at his own pleasure but according to the schedule dictated by the company.

In addition, petitioner was designated by Coca-Cola to be a member of its Bacolod Plant's Safety Committee. The minutes of the meeting of the said committee dated February 16, 1994 included the name of petitioner, as plant physician, as among those comprising the committee.

It was averred by Coca-Cola in its comment that they exercised no control over petitioner for the reason that the latter was not directed as to the procedure and manner of performing his assigned tasks. It went as far as saying that "petitioner was not told how to immunize, inject, treat or diagnose the employees of the respondent (Rollo, page 228). We believe that if the "control test" would be interpreted this strictly, it would result in an absurd and ridiculous situation wherein we could declare that an entity exercises control over another's activities only in instances where the latter is directed by the former on each and every stage of performance of the particular activity. Anything less than that would be tantamount to no control at all.

To our minds, it is sufficient if the task or activity, as well as the means of accomplishing it, is dictated, as in this case where the objectives and activities were laid out, and the specific time for performing them was fixed by the controlling party.[15]

Moreover, the Court of Appeals declared that respondent should be classified as a regular employee having rendered six years of service as plant physician by virtue of several renewed retainer agreements. It underscored the provision in Article 280[16] of the Labor Code stating that "any employee who has rendered at least one year of service, whether such service is continuous or broken, shall be considered a regular employee with respect to the activity in which he is employed, and his employment shall continue while such activity exists." Further, it held that the termination of respondent's services without any just or authorized cause constituted illegal dismissal.

In addition, the Court of Appeals found that respondent's dismissal was an act oppressive to labor and was effected in a wanton, oppressive or malevolent manner which entitled respondent to moral and exemplary damages.

The dispositive portion of the Decision reads:

WHEREFORE, in view of the foregoing, the Decision of the National Labor Relations Commission dated November 28, 1997 and its Resolution dated August 7, 1998 are found to have been issued with grave abuse of discretion in applying the law to the established facts, and are hereby REVERSED and SET ASIDE, and private respondent Coca-Cola Bottlers, Phils., Inc. is hereby ordered to:

- Reinstate the petitioner with full backwages without loss of seniority rights from the time his compensation was withheld up to the time he is actually reinstated; however, if reinstatement is no longer possible, to pay the petitioner separation pay equivalent to one (1) month's salary for every year of service rendered, computed at the rate of his salary at the time he was dismissed, plus backwages.
- Pay petitioner moral damages in the amount of P50,000.00.
- Pay petitioner exemplary damages in the amount of P50,000.00.
- Give to petitioner all other benefits to which a regular employee of Coca-Cola is entitled from the time petitioner became a regular employee (one year from effectivity date of employment) until the time of actual payment.

SO ORDERED.[17]

Petitioner company filed a motion for reconsideration of the Decision of the Court of Appeals.

In a Resolution promulgated on January 30, 2001, the Court of Appeals stated that petitioner company noted that its Decision failed to mention whether respondent was a full-time or part-time regular employee. It also questioned how the benefits under their Collective Bargaining Agreement which the Court awarded to respondent could be given to him considering that such benefits were given only to regular employees who render a full day's work of not less than eight hours. It was admitted that respondent is only required to work for two hours per day.

The Court of Appeals clarified that respondent was a "regular part-time employee and should be accorded all the proportionate benefits due to this category of employees of [petitioner] Corporation under the CBA." It sustained its decision on all other matters sought to be reconsidered.

Hence, this petition filed by Coca-Cola Bottlers Phils., Inc.

The issues are:

- THAT THE HONORABLE COURT OF APPEALS COMMITTED REVERSIBLE ERROR, BASED ON A SUBSTANTIAL QUESTION OF LAW, IN REVERSING THE FINDINGS OF THE LABOR ARBITERS AND THE NATIONAL LABOR RELATIONS COMMISSION, CONTRARY TO THE DECISIONS OF THE HONORABLE SUPREME COURT ON THE MATTER.
- THAT THE HONORABLE COURT OF APPEALS COMMITTED REVERSIBLE ERROR, BASED ON A SUBSTANTIAL QUESTION OF LAW, IN REVERSING THE FINDINGS OF THE LABOR ARBITERS AND THE NATIONAL LABOR RELATIONS COMMISSION, AND HOLDING INSTEAD THAT THE WORK OF A PHYSICIAN IS NECESSARY AND DESIRABLE TO THE BUSINESS OF SOFTDRINKS MANUFACTURING, CONTRARY TO THE RULINGS OF THE SUPREME COURT IN ANALOGOUS CASES.
- THAT THE HONORABLE COURT OF APPEALS COMMITTED REVERSIBLE ERROR, BASED ON A SUBSTANTIAL QUESTION OF LAW, IN REVERSING THE FINDINGS OF THE LABOR ARBITERS AND THE NATIONAL LABOR RELATIONS COMMISSION, AND HOLDING INSTEAD THAT THE PETITIONERS EXERCISED CONTROL OVER THE WORK OF THE RESPONDENT.
- THAT THE HONORABLE COURT OF APPEALS COMMITTED REVERSIBLE ERROR, BASED ON A SUBSTANTIAL QUESTION OF LAW, IN REVERSING THE FINDINGS OF THE LABOR ARBITERS AND THE NATIONAL LABOR RELATIONS COMMISSION, AND FINDING THAT THERE IS EMPLOYER-EMPLOYEE RELATIONSHIP PURSUANT TO ARTICLE 280 OF THE LABOR CODE.
- THAT THE HONORABLE COURT OF APPEALS COMMITTED REVERSIBLE ERROR, BASED ON A SUBSTANTIAL QUESTION OF LAW, IN REVERSING THE FINDINGS OF THE LABOR ARBITERS AND THE NATIONAL LABOR RELATIONS COMMISSION, AND FINDING THAT THERE EXISTED ILLEGAL DISMISSAL WHEN THE EMPLOYMENT OF THE RESPONDENT WAS TERMINATED WITHOUT JUST CAUSE.
- THAT THE HONORABLE COURT OF APPEALS COMMITTED REVERSIBLE ERROR, BASED ON A SUBSTANTIAL QUESTION OF LAW, IN REVERSING THE FINDINGS OF THE LABOR ARBITERS AND THE NATIONAL LABOR RELATIONS COMMISSION, AND FINDING THAT THE RESPONDENT IS A REGULAR PART TIME EMPLOYEE WHO IS ENTITLED TO PROPORTIONATE BENEFITS AS A REGULAR PART TIME EMPLOYEE ACCORDING TO THE PETITIONERS' CBA.
- THAT THE HONORABLE COURT OF APPEALS COMMITTED REVERSIBLE ERROR, BASED ON A SUBSTANTIAL QUESTION OF LAW, IN REVERSING THE FINDINGS OF THE LABOR ARBITERS AND THE NATIONAL LABOR RELATIONS COMMISSION, AND FINDING THAT THE

RESPONDENT IS ENTITLED TO MORAL AND EXEMPLARY DAMAGES.

The main issue in this case is whether or not there exists an employer-employee relationship between the parties. The resolution of the main issue will determine whether the termination of respondent's employment is illegal.

The Court, in determining the existence of an employer-employee relationship, has invariably adhered to the four-fold test: (1) the selection and engagement of the employee; (2) the payment of wages; (3) the power of dismissal; and (4) the power to control the employee's conduct, or the so-called "control test," considered to be the most important element.[18]

The Court agrees with the finding of the Labor Arbiter and the NLRC that the circumstances of this case show that no employer-employee relationship exists between the parties. The Labor Arbiter and the NLRC correctly found that petitioner company lacked the power of control over the performance by respondent of his duties. The Labor Arbiter reasoned that the Comprehensive Medical Plan, which contains the respondent's objectives, duties and obligations, does not tell respondent "how to conduct his physical examination, how to immunize, or how to diagnose and treat his patients, employees of [petitioner] company, in each case." He likened this case to that of *Neri v. National Labor Relations Commission*,[19] which held:

In the case of petitioner Neri, it is admitted that FEBTC issued a job description which detailed her functions as a radio/telex operator. However, a cursory reading of the job description shows that what was sought to be controlled by FEBTC was actually the end result of the task, e.g., that the daily incoming and outgoing telegraphic transfer of funds received and relayed by her, respectively, tallies with that of the register. The guidelines were laid down merely to ensure that the desired end result was achieved. It did not, however, tell Neri how the radio/telex machine should be operated.

In effect, the Labor Arbiter held that petitioner company, through the Comprehensive Medical Plan, provided guidelines merely to ensure that the end result was achieved, but did not control the means and methods by which respondent performed his assigned tasks.

The NLRC affirmed the findings of the Labor Arbiter and stated that it is precisely because the company lacks the power of control that the contract provides that respondent shall be directly responsible to the employee concerned and their dependents for any injury, harm or damage caused through professional negligence, incompetence or other valid causes of action.

The Labor Arbiter also correctly found that the provision in the Retainer Agreement that respondent was on call during emergency cases did not make him a regular employee. He explained, thus:

Likewise, the allegation of complainant that since he is on call at anytime of the day and night makes him a regular employee is off-tangent. Complainant does not dispute the fact that outside of the two (2) hours that he is required to be at respondent company's premises, he is not at all further required to just sit around in the premises and wait for an emergency to occur so as to enable him from using such hours for his own benefit and advantage. In fact, complainant maintains his own private clinic attending to his private practice in the city, where he services his patients, bills them accordingly -- and if it is an employee of respondent company who is attended to by him for special treatment that needs hospitalization or operation, this is subject to a special billing. More often than not, an employee is required to stay in the employer's workplace or proximately close thereto that he cannot utilize his time effectively and gainfully for his own purpose. Such is not the prevailing situation here.

In addition, the Court finds that the schedule of work and the requirement to be on call for emergency cases do not amount to such control, but are necessary incidents to the Retainership Agreement.

The Court also notes that the Retainership Agreement granted to both parties the power to terminate their

relationship upon giving a 30-day notice. Hence, petitioner company did not wield the sole power of dismissal or termination.

The Court agrees with the Labor Arbiter and the NLRC that there is nothing wrong with the employment of respondent as a retained physician of petitioner company and upholds the validity of the Retainership Agreement which clearly stated that no employer-employee relationship existed between the parties. The Agreement also stated that it was only for a period of 1 year beginning January 1, 1988 to December 31, 1998, but it was renewed on a yearly basis.

Considering that there is no employer-employee relationship between the parties, the termination of the Retainership Agreement, which is in accordance with the provisions of the Agreement, does not constitute illegal dismissal of respondent. Consequently, there is no basis for the moral and exemplary damages granted by the Court of Appeals to respondent due to his alleged illegal dismissal.

WHEREFORE, the petition is GRANTED and the Decision and Resolution of the Court of Appeals are REVERSED and SET ASIDE. The Decision and Resolution dated November 28, 1997 and August 7, 1998, respectively, of the National Labor Relations Commission are REINSTATED.

No costs.

SO ORDERED.

Puno, C.J., (Chairperson), Sandoval-Gutierrez, Corona, and Garcia, JJ., concur.

[1] Docketed as CA-G.R. SP No. 50760.

[2] Rollo, pp. 86-87.

[3] Id. at 88.

[4] Id. at 91.

[5] CA Rollo, p. 21.

[6] Art. 157. Emergency medical and dental services.-- It shall be the duty of every employer to furnish his employees in any locality with free medical and dental attendance and facilities consisting of:

x x x

(b) The services of a full-time registered nurse, a part-time physician and dentist, and an emergency clinic, when the number of employees exceeds two hundred (200) but not more than three hundred (300).

[7] CA Rollo, p. 29.

[8] Id. at 34.

[9] Id. at 35.

[10] Rollo, p. 38.

[11] Id. at 46.

[12] Id. at 48.

[13] Id. at 52.

[14] Id. at 61.

[15] Id. at 73-75.

[16] Art. 280. Regular and Casual Employment.-- The provisions of written agreement to the contrary notwithstanding and regardless of the oral agreement of the parties, an employment shall be deemed to be regular where the employee has been engaged to perform activities which are usually necessary or desirable in the usual business or trade of the employer, except where the employment has been fixed for a specific project or undertaking the completion or termination of which has been determined at the time of the engagement of the employee or where the work or services to be performed is seasonal in nature and the employment is for the duration of the season.

An employment shall be deemed to be casual if it is not covered by the preceding paragraph; Provided, That, any employee who has rendered at least one year of service, whether such service is continuous or broken, shall be considered a regular employee with respect to the activity in which he is employed and his employment shall continue while such activity exists.

[17] Id. at 78-79.

[18] Philippine Global Communications, Inc. v. De Vera, G.R. No. 157214, June 7, 2005, 459 SCRA 260, 268.

[19] G.R. Nos. 97008-09, July 23, 1993, 224 SCRA 7717, 722-723.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.