

JOEB M. ALIVIADO, ARTHUR CORPUZ, ERIC ALIVIADO, MONCHITO AMPELOQUIO, ABRAHAM BASMAYOR, JONATHAN MATEO, LORENZO PLATON, JOSE FERNANDO GUTIERREZ, ESTANISLAO BUENAVENTURA, LOPE SAL...

G.R. No. 160506. June 06, 2011

Ponente: DEL CASTILLO, J.

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DEL CASTILLO, J.:

On March 9, 2010, this Court rendered a Decision [1] holding: (a) that Promm-Gem, Inc. (Promm-Gem) is a legitimate independent contractor; (b) that Sales and Promotions Services (SAPS) is a labor-only contractor consequently its employees are considered employees of Procter & Gamble Phils., Inc. (P&G); (c) that Promm-Gem is guilty of illegal dismissal; (d) that SAPS/P&G is likewise guilty of illegal dismissal; (e) that petitioners are entitled to reinstatement; and (f) that the dismissed employees of SAPS/P&G are entitled to moral damages and attorney's fees there being bad faith in their dismissal.

The dispositive portion of our Decision reads:

WHEREFORE, the petition is GRANTED. The Decision dated March 21, 2003 of the Court of Appeals in CA-G.R. SP No. 52082 and the Resolution dated October 20, 2003 are REVERSED and SET ASIDE. Procter & Gamble Phils., Inc. and Promm-Gem, Inc. are ORDERED to reinstate their respective employees immediately without loss of seniority rights and with full backwages and other benefits from the time of their illegal dismissal up to the time of their actual reinstatement. Procter & Gamble Phils., Inc. is further ORDERED to pay each of those petitioners considered as its employees, namely Arthur Corpuz, Eric Aliviado, Monchito Ampeloquio, Abraham Basmayor, Jr., Jonathan Mateo, Lorenzo Platon, Estanislao Buenaventura, Lope Salonga, Franz David, Nestor Ignacio, Rolando Romasanta, Roehl Agoo, Bonifacio Ortega, Arsenio Soriano, Jr., Arnel Endaya, Roberto Enriquez, Edgardo Quiambao, Santos Bacalso, Samson Basco, Alstando Montos, Rainer N. Salvador, Pedro G. Roy, Leonardo F. Talledo, Enrique F. Talledo, Joel Billones, Allan Baltazar, Noli Gabuyo, Gerry Gatpo, German Guevara, Gilbert Y. Miranda, Rodolfo C. Toledo, Jr., Arnold D. Laspoña, Philip M. Loza, Mario N. Coldayon, Orlando P. Jimenez, Fred P. Jimenez, Restituto C. Pamintuan, Jr., Rolando J. De Andres, Artuz Bustenera, Jr., Roberto B. Cruz, Rosedy O. Yordan, Orlando S. Balangue, Emil Tawat, Cresente J. Garcia, Melencio Casapao, Romeo Vasquez, Renato dela Cruz, Romeo Viernes, Jr., Elias Basco and Dennis Dacasin, P25,000.00 as moral damages plus ten percent of the total sum as and for attorney's fees.

Let this case be REMANDED to the Labor Arbiter for the computation, within 30 days from receipt of this Decision, of petitioners' backwages and other benefits; and ten percent of the total sum as and for attorney's fees as stated above; and for immediate execution.

SO ORDERED. [2]

P&G filed a Motion for Reconsideration,[3] an Opposition[4] (to petitioners' motion for partial reconsideration), and Supplemental Opposition.[5] On the other hand, petitioners filed a Motion for Partial Reconsideration[6] and

Comment/ Opposition[7] (to P&G's motion for reconsideration).

On June 16, 2010, we denied the Motion for Reconsideration of P&G as well as the Motion for Partial Reconsideration of the petitioners.[8]

Entry of Judgment was made on July 27, 2010.[9]

Before any of the parties received the notice of Entry of Judgment, P&G filed on August 9, 2010 a Motion for Leave to File Motion to Refer the Case to the Supreme Court En Banc with Second Motion for Reconsideration and Motion for Clarification [10] and a Motion to Refer the Case to the Supreme Court En Banc with Second Motion for Reconsideration and Motion for Clarification. [11] On October 4, 2010, P&G filed a Motion for Leave to Admit the Attached Supplement to the Motion to Refer the Case to the Supreme Court En Banc with Second Motion for Reconsideration and Motion for Clarification [12] as well as a Supplement to the Motion to Refer the Case to the Supreme Court En Banc with Second Motion for Reconsideration and Motion for Clarification. [13]

Thereafter, or on November 8, 2010, P&G filed a Manifestation and Motion [14] praying that its Motion for Leave to File Motion to Refer the Case to the Supreme Court En Banc with Second Motion for Reconsideration and Motion for Clarification, Motion to Refer the Case to the Supreme Court En Banc with Second Motion for Reconsideration and Motion for Clarification, Motion for Leave to Admit the Attached Supplement to the Motion to Refer the Case to the Supreme Court En Banc with Second Motion for Reconsideration and Motion for Clarification as well as its Supplement to the Motion to Refer the Case to the Supreme Court En Banc with Second Motion for Reconsideration and Motion for Clarification, be resolved as they were filed before it received notice of the entry of judgment.

In our Resolution [15] dated January 17, 2011, we resolved to note the aforesaid pleadings and at the same time to require the petitioners to file their comment thereto. We reiterated our directive for petitioners to file their comment via our Resolution [16] dated February 28, 2011. On March 16, 2011, petitioners filed a Very Urgent Manifestation [17] in lieu of their comment. In gist, they reminded this Court of the Entry of Judgment made on July 27, 2010 and argued that the motions filed by P&G are frivolous and dilatory.

Issuance of Entry of Judgment was Proper.

We stress that the issuance of the Entry of Judgment on July 27, 2010 was proper because it was made after receipt by P&G of a copy of the Resolution denying its motion for reconsideration. Section 1, Rule 15 of the Internal Rules of the Supreme Court [18] provides that:

SECTION 1. Finality of decisions and resolutions. - A decision or resolution of the Court may be deemed final after the lapse of fifteen days from receipt by the parties of a copy of the same subject to the following:

(a) the date of receipt indicated in the registry return card signed by the party or, in case he or she is represented by counsel, by such counsel or his or her representative, shall be the reckoning date for counting the fifteen-day period; and

(b) if the Judgment Division is unable to retrieve the registry return card within thirty (30) days from mailing, it shall immediately inquire from the receiving post office on (i) the date when the addressee received the mailed decision or resolution, and (ii) who received the same, with the information provided by authorized personnel of the said post office serving as the basis for the computation of the fifteen-day period.

It is immaterial that the Entry of Judgment was made without the Court having first resolved P&G's second motion for reconsideration. This is because the issuance of the entry of judgment is reckoned from the time the parties received a copy of the resolution denying the first motion for reconsideration. The filing by P&G of several pleadings after receipt of the resolution denying its first motion for reconsideration does not in any way

bar the finality or entry of judgment. Besides, to reckon the finality of a judgment from receipt of the denial of the second motion for reconsideration would be absurd. First, the Rules of Court and the Internal Rules of the Supreme Court prohibit the filing of a second motion for reconsideration. Second, some crafty litigants may resort to filing prohibited pleadings just to delay entry of judgment. Our ruling in *Securities and Exchange Commission v. PICOP Resources, Inc.* [19] is instructive, thus:

In *Dinglasan v. Court of Appeals*, this Court explained the reason why it is unwise to reckon the period of finality of judgment from the denial of the second motion for reconsideration.

'To rule that finality of judgment shall be reckoned from the receipt of the resolution or order denying the second motion for reconsideration would result to an absurd situation whereby courts will be obliged to issue orders or resolutions denying what is a prohibited motion in the first place, in order that the period for the finality of judgments shall run, thereby, prolonging the disposition of cases. Moreover, such a ruling would allow a party to forestall the running of the period of finality of judgments by virtue of filing a prohibited pleading; such a situation is not only illogical but also unjust to the winning party.' [20]

The March 9, 2010 Decision has attained finality; it is therefore immutable.

The March 9, 2010 Decision had already attained finality. It could no longer be set aside or modified.

It is a hornbook rule that once a judgment has become final and executory, it may no longer be modified in any respect, even if the modification is meant to correct an erroneous conclusion of fact or law, and regardless of whether the modification is attempted to be made by the court rendering it or by the highest court of the land, as what remains to be done is the purely ministerial enforcement or execution of the judgment.

The doctrine of finality of judgment is grounded on fundamental considerations of public policy and sound practice that at the risk of occasional errors, the judgment of adjudicating bodies must become final and executory on some definite date fixed by law. [...], the Supreme Court reiterated that the doctrine of immutability of final judgment is adhered to by necessity notwithstanding occasional errors that may result thereby, since litigations must somehow come to an end for otherwise, it would 'even be more intolerable than the wrong and injustice it is designed to correct.' [21]

In *Mocorro, Jr. v. Ramirez*, [22] we held that:

A definitive final judgment, however erroneous, is no longer subject to change or revision.

A decision that has acquired finality becomes immutable and unalterable. This quality of immutability precludes the modification of a final judgment, even if the modification is meant to correct erroneous conclusions of fact and law. And this postulate holds true whether the modification is made by the court that rendered it or by the highest court in the land. The orderly administration of justice requires that, at the risk of occasional errors, the judgments/resolutions of a court must reach a point of finality set by the law. The noble purpose is to write *finis* to dispute once and for all. This is a fundamental principle in our justice system, without which there would be no end to litigations. Utmost respect and adherence to this principle must always be maintained by those who exercise the power of adjudication. Any act, which violates such principle, must immediately be struck down. Indeed, the principle of conclusiveness of prior adjudications is not confined in its operation to the judgments of what are ordinarily known as courts, but extends to all bodies upon which judicial powers had been conferred.

The only exceptions to the rule on the immutability of final judgments are (1) the correction of clerical errors, (2) the so-called *nunc pro tunc* entries which cause no prejudice to any party, and (3) void judgments. *Nunc pro tunc* judgments have been defined and characterized by the Court in the following manner:

The object of a judgment nunc pro tunc is not the rendering of a new judgment and the ascertainment and determination of new rights, but is one placing in proper form on the record, the judgment that had been previously rendered, to make it speak the truth, so as to make it show what the judicial action really was, not to correct judicial errors, such as to render a judgment which the court ought to have rendered, in place of the one it did erroneously render, nor to supply nonaction by the court, however erroneous the judgment may have been. (*Wilmerding vs. Corbin Banking Co.*, 28 South., 640, 641; 126 Ala., 268.)

A nunc pro tunc entry in practice is an entry made now of something which was actually previously done, to have effect as of the former date. Its office is not to supply omitted action by the court, but to supply an omission in the record of action really had, but omitted through inadvertence or mistake. (*Perkins vs. Haywood*, 31 N. E., 670, 672)

A second motion for reconsideration
is a prohibited pleading.

Section 2, Rule 52 of the Rules of Court explicitly provides that "[n]o motion for reconsideration of a judgment or final resolution by the same party shall be entertained. Moreover, Section 3, Rule 15 of the Internal Rules of the Supreme Court [23] decrees viz:

SEC. 3. Second motion for reconsideration. - The Court shall not entertain a second motion for reconsideration and any exception to this rule can only be granted in the higher interest of justice by the Court en banc upon a vote of at least two-thirds of its actual membership. There is reconsideration 'in the highest interest of justice' when the assailed decision is not only legally erroneous but is likewise patently unjust and potentially capable of causing unwarranted and irremediable injury or damage to the parties. A second motion for reconsideration can only be entertained before the ruling sought to be reconsidered becomes final by operation of law or by the Court's declaration.

In the Division, a vote of three Members shall be required to elevate a second motion for reconsideration to the Court En Banc. [24]

Clearly, therefore, P&G's second motion for reconsideration could no longer be entertained based on two grounds: First, it is a prohibited pleading. Second, the ruling sought to be reconsidered has already become final per Entry of Judgment made on July 27, 2010.

The foregoing notwithstanding, we will proceed to discuss the issues raised by P&G - not because they are of transcendental importance or that P&G proffered "extraordinarily persuasive reasons" [25] but only to dispel any doubt that it is being denied due process.

The Court correctly determined that
SAPS is a labor-only contractor.

There is no basis for P&G's claim that the Court erred in not applying the "four-fold" test, particularly the "control test" in determining whether SAPS is a legitimate independent contractor or a labor-only contractor. As discussed in our March 9, 2010 Decision, the applicable rules are Article 106 of the Labor Code and Rule VIII-A, Book III of the Omnibus Rules Implementing the Labor Code, as amended by Department Order No. 18-02. [26]

Article 106 defines "labor-only" contracting, viz:

There is "labor-only" contracting where the person supplying workers to an employer does not have substantial capital or investment in the form of tools, equipment, machineries, work premises, among others, and the workers recruited and placed by such person are performing activities which are directly related to the principal business of such employer. In such cases, the person or intermediary shall be considered merely as an agent of the employer who shall be responsible to the workers in the same manner and extent as if the latter

were directly employed by him.

On the same vein, Rule VIII-A, Book III of the Omnibus Rules Implementing the Labor Code, as amended by Department Order No. 18-02, pertinently provides:

Section 5. Prohibition against labor-only contracting. Labor only contracting is hereby declared prohibited. For this purpose, labor-only contracting shall refer to an arrangement where the contractor or subcontractor merely recruits, supplies or places workers to perform a job, work or service for a principal, and ANY of the following elements are present:

i) The contractor or subcontractor does not have substantial capital or investment which relates to the job, work or service to be performed and the employees recruited, supplied or placed by such contractor or subcontractor are performing activities which are directly related to the main business of the principal; OR

ii) [T]he contractor does not exercise the right to control over the performance of the work of the contractual employee.

Therefore, the "control test" is merely one of the factors to consider. This is clearly deduced from the above-provision which states that labor-only contracting exists when any of the two elements is present. In our March 9, 2010 Decision, it was established that SAPS has no substantial capitalization and it was performing merchandising and promotional activities which are directly related to P&G's business. Since SAPS met one of the requirements, it was enough basis for us to hold that it is a labor-only contractor. Consequently, its principal, P&G, is considered the employer of its employees. This is pursuant to our ruling in *Aklan v. San Miguel Corporation* [27] where we held that "[a] finding that a contractor is a 'labor-only' contractor, as opposed to permissible job contracting, is equivalent to declaring that there is an employer-employee relationship between the principal and the employees of the supposed contractor, and the 'labor-only' contractor is considered as a mere agent of the principal, the real employer."

Corollarily, we also decreed in *Coca-Cola Bottlers Phils., Inc. v. Agito* [28] that:

The law clearly establishes an employer-employee relationship between the principal employer and the contractor's employee upon a finding that the contractor is engaged in "labor-only" contracting. Article 106 of the Labor Code categorically states: "There is 'labor-only' contracting where the person supplying workers to an employer does not have substantial capital or investment in the form of tools, equipment, machineries, work premises, among others, and the workers recruited and placed by such persons are performing activities which are directly related to the principal business of such employer." Thus, performing activities directly related to the principal business of the employer is only one of the two indicators that "labor-only" contracting exists; the other is lack of substantial capital or investment. The Court finds that both indicators exist in the case at bar.

The Court did not err in finding that SAPS has no substantial capital.

P&G claims that contrary to the principle that "no absolute figure is set for what is considered 'substantial capital'" because the same is "measured against the type of work which the contractor is obligated to perform for the principal," [29] the March 9, 2010 Decision used the prevailing economic atmosphere in the country and the capitalization of another contractor engaged to perform a different kind of service to gauge the sufficiency or insufficiency of the capitalization of SAPS.

This is misleading. Our discussion on whether Promm-Gem and SAPS have substantial capitalization in our March 9, 2010 Decision is self-explanatory.

In the instant case, the financial statements of Promm-Gem show that it has authorized capital stock of P1

million and a paid-in capital, or capital available for operations, of P500,000.00 as of 1990. It also has long term assets worth P432,895.28 and current assets of P719,042.32. Promm-Gem has also proven that it maintained its own warehouse and office space with a floor area of 870 square meters. It also had under its name three registered vehicles which were used for its promotional/merchandising business. Promm-Gem also has other clients aside from P&G. Under the circumstances, we find that Promm-Gem has substantial investment which relates to the work to be performed. These facts negate the existence of the element specified in Section 5(i) of DOLE Department Order No. 18-02.

The records also show that Promm-Gem supplied its complainant-workers with the relevant materials, such as markers, tapes, liners and cutters, necessary for them to perform their work. Promm-Gem also issued uniforms to them. It is also relevant to mention that Promm-Gem already considered the complainants working under it as its regular, not merely contractual or project, employees. This circumstance negates the existence of element (ii) as stated in Section 5 of DOLE Department Order No. 18-02, which speaks of contractual employees. This, furthermore, negates - on the part of Promm-Gem - bad faith and intent to circumvent labor laws which factors have often been tipping points that lead the Court to strike down the employment practice or agreement concerned as contrary to public policy, morals, good customs or public order.

Under the circumstances, Promm-Gem cannot be considered as a labor-only contractor. We find that it is a legitimate independent contractor.

On the other hand, the Articles of Incorporation of SAPS shows that it has a paid-in capital of only P31,250. There is no other evidence presented to show how much its working capital and assets are. Furthermore, there is no showing of substantial investment in tools, equipment or other assets.

In *Vinoya v. National Labor Relations Commission*, the Court held that "[w]ith the current economic atmosphere in the country, the paid-in capitalization of PMCI amounting to P75,000.00 cannot be considered as substantial capital and, as such, PMCI cannot qualify as an independent contractor." Applying the same rationale to the present case, it is clear that SAPS - having a paid-in capital of only P31,250 - has no substantial capital. SAPS' lack of substantial capital is underlined by the records which show that its payroll for its merchandisers alone for one month would already total P44,561.00. It has 6-month contracts with P&G. Yet SAPS failed to show that it could complete the 6-month contracts using its own capital and investment. Its capital is not even sufficient for one month's payroll. SAPS failed to show that its paid-in capital of P31,250.00 is sufficient for the period required for it to generate [the] needed revenue to sustain its operations independently. Substantial capital refers to capitalization used in the performance or completion of the job, work or service contracted out. In the present case, SAPS failed to show substantial capital. [30]

The awards of moral damages and attorney's fees are proper.

P&G insists that to be entitled to moral damages, "it must be proven that the act of dismissal was attended by bad faith or fraud, or was oppressive to labor, or done in a manner contrary to morals, good customs, or public policy". [31] Our March 9, 2010 Decision complied with this requirement when we ruled in this wise:

We now go to the issue of whether petitioners are entitled to damages. Moral and exemplary damages are recoverable where the dismissal of an employee was attended by bad faith or fraud or constituted an act oppressive to labor or was done in a manner contrary to moral, good customs or public policy.

With regard to the employees of Promm-Gem, there being no evidence of bad faith, fraud or any oppressive act on the part of the latter, we find no support for the award of damages.

As for P&G, the records show that it dismissed its employees through SAPS in a manner oppressive to labor. The sudden and peremptory barring of concerned petitioners from work, and from admission to the work place, after just a one-day verbal notice, and for no valid cause bellows oppression and utter disregard of the right to

the due process of the concerned petitioners. Hence, an award of moral damages is called for.

Attorney's fees may likewise be awarded to the concerned petitioners who were illegally dismissed in bad faith and were compelled to litigate or incur expenses to protect their rights by reason of the oppressive acts of P&G. [32]

Nevertheless, P&G insists that there is no evidence to prove that it dismissed the petitioners, much less that it was done in an oppressive manner. [33] It claims that if there was any bad faith in the dismissal of the petitioners, it could only be attributed to SAPS and not to P&G. [34] It asserts that it acted in good faith in dealing with SAPS.

The contentions are untenable. It must be emphasized that in labor-only contracting, "the labor-only contractor is considered merely an agent of the principal employer. The principal employer is responsible to the employees of the labor-only contractor as if such employees had been directly employed by the principal employer. The principal employer therefore becomes solidarily liable with the labor-only contractor for all the rightful claims of the employees." [35]

P&G's assertions that it was held responsible for 10 employees despite their having no record of having been assigned by SAPS to P&G and that petitioners could not be reinstated because there are no available positions for them in the existing plantilla of P&G are belatedly raised.

P&G claims that 10 out of the 50 employees of SAPS have never been assigned to P&G; thus, they should not be declared employees of P&G. [36] In particular, P&G asserts that Rosedy Yordan, Dennis Dacasin, Allan Baltazar, Philip Loza, Emil Tawat, Cresente Garcia, Romeo Vasquez, Renato dela Cruz, Romeo Viernes, Jr. and Elias Basco, were never assigned to it.

It would appear that this issue was raised for the first time in P&G's second motion for reconsideration. It will be noted that in petitioners' Petition for Review on Certiorari, [37] and even in petitioners' previous pleadings, it was alleged already that Rosedy Yordan, [38] Dennis Dacasin, [39] Allan Baltazar, [40] Philip Loza, [41] Emil Tawat, [42] Cresente Garcia, [43] Romeo Vasquez, [44] Renato dela Cruz, [45] Romeo Viernes, Jr. [46] and Elias Basco [47] were employees of P&G through its own agents and salesmen. However, this was never rebutted by P&G. In fact, in its Comment [48] P&G even alleged that "it was amply shown throughout the course of the proceedings that the respondent contractors, through an assigned supervisor, regularly checked the attendance of the petitioners, monitored their on-site performance, and oversaw their actual day-to-day work in the areas where they had been engaged to promote the products of respondent P&G." [49] This alone belies the claim that these 10 petitioners were never assigned by SAPS to P&G. Moreover, this issue has not been raised in P&G's Memorandum; consequently it is now considered as waived or abandoned. In our January 29, 2007 Resolution [50] we apprised both parties that "[n]o new issues may be raised by a party in his/its memorandum and the issues raised in his/its pleadings but not included in the memorandum shall be deemed waived or abandoned. Being summations of the parties' previous pleadings, the Court may consider the memoranda alone in deciding or resolving this petition."

Likewise raised belatedly is P&G's claim that petitioners could no longer be reinstated because its existing plantilla does not have positions for them; that there is a climate of antagonism pervading between the parties; and because of the prolonged period of time that has passed between the dismissals and the resolution of the case. We note that petitioners had been consistently praying for reinstatement as shown in their Memorandum filed before the Labor Arbiter, Memorandum of Appeal filed before the National Labor Relations Commission, Motion for

Reconsideration filed before the Court of Appeals, and their Petition for Review on Certiorari and Memorandum filed before this Court. However, in P&G's Memorandum filed before this Court, it merely confined its discussion to the fact that it was allegedly not the employer of the herein petitioners and proceeded to argue that there being no employer-employee relationship between it and the petitioners, then petitioners' "claims for backwages, monetary claims, damages and/or attorney's fees" [51] are without basis. It omitted to mention the issue of reinstatement which is one of petitioners' causes of action.

Even after the rendition of our March 9, 2010 Decision where we ordered the reinstatement of the petitioners, P&G still failed to raise the non-feasibility of the same. In its Motion for Reconsideration, [52] P&G only tersely stated that there is no basis for petitioners' reinstatement or payment of backwages because they are not its employees. It is only now that it is raising the issue that no similar or equivalent position exists in its plantilla and that there is existing antagonism between the parties. [53] It is likewise in its second motion for reconsideration and in its supplement thereto that P&G is raising the issue that reinstatement is no longer feasible because of the "length of time that has passed from the date of their dismissal to the final resolution of the case." [54] P&G failed to raise this matter in its first motion for reconsideration. It was only after the Decision became final and executory that it brought this issue to the attention of the Court. For the orderly administration of justice, the rules of court provide for only one motion for reconsideration so errors committed by the Court may be brought to its attention and the Court be given a chance to timely correct its mistake. It wreaks havoc on the administration of justice to allow parties to move for a reconsideration of a decision in a piecemeal manner and with no time limit. Even P&G concedes to this principle when it stated in its Supplemental Opposition [55] (to petitioners' motion for partial reconsideration) that "to allow fresh issues on appeal is violative of the rudiments of fair play, justice and due process". [56]

"Well-settled is the rule that issues or grounds not raised below cannot be resolved on review by the Supreme Court, for to allow the parties to raise new issues is antithetical to the sporting idea of fair play, justice and due process. Issues not raised during the trial cannot be raised for the first time on appeal and more especially on motion for reconsideration. Litigation must end at some point; once the case is finally adjudged, the parties must learn to accept victory or defeat." [57] Finally, we wish to reiterate our discussion above that a second motion for reconsideration is a prohibited pleading and that the instant Decision had already attained finality hence it is already immutable.

Every case must end at some some point. Every Decision becomes final and executory at some point. In the present case, the Entry of Judgment states that the Decision became final and executory on July 27, 2010.

ACCORDINGLY, premises considered, we DENY with FINALITY respondent Procter & Gamble Phils., Inc.'s Motion to Refer the Case to the Supreme Court En Banc with Second Motion for Reconsideration and Motion for Clarification and its Supplement to the Motion to Refer the Case to the Supreme Court En Banc with Second Motion for Reconsideration and Motion for Clarification considering that the assailed March 9, 2010 Decision has already attained finality in view of the Entry of Judgment made on July 27, 2010. No further pleadings shall be entertained.

SO ORDERED.

Corona, C.J., (Chairman), Velasco, Jr., Leonardo-De Castro, and Perez, JJ., concur.

[*] Also spelled as Gregore in some parts of the records.

[**] Also spelled as Elias Basco in some parts of the records.

- [1] Penned by Associate Justice Mariano C. Del Castillo and concurred in by Associate Justices Antonio T. Carpio, Arturo D. Brion, Roberto A. Abad and Jose Portugal Perez.
- [2] Rollo, pp. 852-853.
- [3] Id. at 908-938.
- [4] Id. at 986-1000.
- [5] Id. at 1052-1066.
- [6] Id. at 939-954.
- [7] Id. at 1030-1047.
- [8] Id. at 1001-1001-A.
- [9] In a notice dated October 20, 2010, the Judicial Records Office, Judgment Division, informed the parties that an Entry of Judgment was made on July 27, 2010. Id. at 1171-1172.
- [10] Id. at 1080-1086.
- [11] Id. at 1087-1134.
- [12] Id. at 1146-1150.
- [13] Id. at 1151-1164.
- [14] Id. at 1186-1193.
- [15] Id. at 2199-2200.
- [16] Id. at 2281-2282.
- [17] Id. at 1652-1656.
- [18] A.M. No. 10-4-20-SC.
- [19] G.R. No. 164314, September 26, 2008, 566 SCRA 451.
- [20] Id. at 467-468.
- [21] Vios v. Pantangco, Jr., G.R. No. 163103, February 6, 2009, 578 SCRA 129, 143-144. Citation omitted.
- [22] G.R. No. 178366, July 28, 2008, 560 SCRA 362, 372-373.
- [23] A.M. No. 10-4-20-SC.
- [24] Emphasis supplied.
- [25] United Planters Sugar Milling Company, Inc. v. Court of Appeals, G.R. No. 126890, March 9, 2010, 614 SCRA 451, 463.
- [26] Rollo, pp. 840-841.
- [27] G.R. No. 168537, December 11, 2008, 573 SCRA 675, 685.
- [28] G.R. No. 179546, February 13, 2009, 579 SCRA 445, 460-461.
- [29] Rollo, p. 1106 citing Coca-cola Bottlers Phils, Inc. v. Agito, supra.

[30] Id. at 842-844.

[31] Id. at 1117.

[32] Id. at 850-851.

[33] Id. at 1118.

[34] Id. at 1119-1120.

[35] PCI Automation Center, Inc. v. National Labor Relations Commission, 322 Phil. 536, 548 (1996) citing Philippine Bank of Communications v. National Labor Relations Commission, 230 Phil. 430, (1986).

[36] Rollo, pp. 1126-1127.

[37] Id. at 19-85.

[38] Id. at 31, as #77.

[39] Id. at 31 as #78.

[40] Id. at 30, as #47.

[41] Id. at 31 as #69.

[42] Id. at 30 as # 30.

[43] Id. at 31 as #32.

[44] Id. at 30 as #45.

[45] Id. at 31 as #56.

[46] Id. at 31 as #57.

[47] Id. at 31 as #58.

[48] Id. at 357.

[49] Id. at 376.

[50] Id. at 652-653.

[51] Rollo, p. 748.

[52] Id. at 929.

[53] Id. at 1128-1129.

[54] Id. at 1155.

[55] Id. at 1052-1066.

[56] Id. at 1056, citing Labor Congress of the Philippines v. National Labor Relations Commission, 354 Phil. 481, 490 (1998).

[57] Cuenco v. Talisay Tourist Sports Complex, Incorporated, G.R. No. 174154, July 30, 2009, 594 SCRA 396, 399-400.

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