COCA-COLA BOTTLERS PHILIPPINES, INC., PETITIONER, VS. RODRIGO MERCADO, ANTONIO VILLERO, LUISITO MANTIBE, MARCELO FABIAN, EDMUNDO YALUNG, EDILBERTO GUEVARRA, MICHAEL GUICO, ANGEL...

G.R. No. 190381. October 06, 2010

Ponente: NACHURA, J.

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NACHURA, J.:

Before us is a Manifestation and Motion[1] filed by respondents, stating that petitioner has satisfied the judgment award in their favor by way of a Compromise Agreement[2] dated June 16, 2010. On the basis of the Compromise Agreement, the parties filed a motion for judgment, which was granted by the Labor Arbiter in an Order[3] dated June 21, 2010, declaring NLRC Case No. RAB-III-02-3910-02,[4] the origin of the instant case, as closed and terminated. Respondents pray that the petition for review before us be dismissed for having been rendered moot and academic by petitioner's satisfaction of judgment. The Compromise Agreement reads--

> COMPROMISE AGREEMENT
>
> WHEREAS, in February 2002, MICHAEL MEROVIN GUICO ["Guico"], ANGEL FERNANDO ["Fernando"], LUISITO MANTIBE ["Mantibe"], WILLY OCAMPO ["Ocampo"], ALLAN OCAMPO ["Ocampo"], ALMERANTE GORAL ["Goral"], CARLITO MANABAT ["Manabat"], ERNESTO DELA CRUZ ["Dela Cruz"], JAY MANABAT ["Manabat"], NICOLAS CURA ["Cura"], SANDRO DIZON ["Dizon"], NICOLAS LUQUIAS ["Luquias"], RODRIGO MERCADO ["Mercado"], ALVIN ANDAYA ["Andaya"], ANTONIO VILLERO ["Villero"], EDILBERTO GUEVARRA ["Guevarra"], EFREN FERNANDO ["Fernando"], EMERITO DUNGCA ["Dungca"], ERIC AQUINO ["Aquino"], JIMMY DUNGO ["Dungo"], MARCELO FABIAN ["Fabian"], ROBERTO TORRES ["Torres"], RODRIGO DAVID ["David"], ROMER SINGIAN ["Singian"], CARLITO SINGIAN ["Singian"], EDMUNDO YALUNG ["Yalung"], PRUDENCIO PALALON ["Palalon"], RAFAEL CABRERA ["Cabrera"], ROGELIO MALIT ["Malit"] and LUCIO MANTIBE ["Mantibe"] (collectively, the "Complainants") were among the complainants who filed a complaint for illegal dismissal and regularization with claims for wage and benefits differential according to CBA, moral and exemplary damages against COCA COLA BOTTLERS PHILIPPINES INC. [the "Company"] docketed as NLRC Case No. RAB-III-02-3901-02 and NLRC NCR CA No. 037888-03 entitled "Rodrigo Mercado, et al. v. Coca-Cola Bottlers Phils., Inc., et al."
>
> WHEREAS, on 30 September 2003, Labor Arbiter Herminio V. Suelo rendered a Decision dismissing the Complaint against the Company;
>
> WHEREAS, complainant' Appeal was granted by the NLRC in its 30 July 2008 Resolution; the dispositive portion of which states:
>
> WHEREFORE, the Motion for Reconsideration of complainants is GRANTED. The Decision dated January 31, 2005 is SET ASIDE and VACATED, and NEW ONE entered;

(a) declaring respondent Coca-Cola Bottlers Phils., Inc. as the employer of complainants;

(b) finding complainants to have been dismissed illegally;

(c) ordering Coca-Cola Bottlers Philippines, Inc. to reinstate complainants to their former positions as regular employees without loss of seniority rights and with other privileges and with payment of full backwages from the date of dismissal on June 3, 2002 until actual reinstatement;

(d) declaring Romac Services & Trading Co. Inc. and Rogelio S. Cunanan General Services to be engaged in labor-only contracting; and

(e) ordering respondent Coca-Cola Bottlers Phils. Inc. to pay attorney's fees at 10% of the total award.

The other claims are dismissed for lack of merit.

SO ORDERED.

WHEREAS, CCBPI filed a Petition for Certiorari with the Court of Appeals docketed as CA G.R. SP No. 108404 entitled "Coca-Cola Bottlers Philippines, Inc. vs. National Labor Relations Commission and Rodrigo Mercado, et al."

WHEREAS, on 20 August 2009, the Eight Division of the Court of Appeals rendered a Decision denying the Petition;

WHEREAS, the Company filed a Motion for Reconsideration which was denied by the Court of Appeals in its 18 November 2009 Resolution;

WHEREAS, the Company filed a Petition for Review on Certiorari with the Supreme Court, which is docketed as G.R. No. 190381 entitled "Coca-Cola Bottlers Philippines, Inc. vs. Rodrigo Mercado, et al."

WHEREAS, the Company has nevertheless decided to settle/satisfy complainants' claims/award and thus put an end to NLRC Case No. RAB-III-02-3901-02; NLRC NCR CA No. 037888-03; CA G.R. SP No. 108404 and G.R. No. 190381;

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants set forth hereinbelow, the parties agree as follows:

1. Complainants shall each receive financial assistance in the amount as follows:

NAME

AMOUNT

Michael Merovin Guico

P 2,153,850.00

Angel Fernando

2,266,300.00

Luisito Mantibe

2,266,300.00

Willy Ocampo

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2,266,300.00

Allan Ocampo

2,655,550.00

Almerante Goral

2,655,550.00

Carlito Manabat

2,655,550.00

Ernesto Dela Cruz

2,655,550.00

Jay Manabat

2,655,550.00

Nicolas Cura

2,655,550.00

Sandro Dizon

2,655,550.00

Nicolas Luquias

2,941,000.00

Rodrigo Mercado

2,941,000.00

Alvin Andaya

3,036,150.00

Antonio Villero

3,036,150.00

Edilberto Guevarra

3,036,150.00

Efren Fernando

3,036,150.00

Emerito Dungca

3,036,150.00

Eric Aquino

3,036,150.00

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Jimmy Dungo

3,036,150.00

Marcelo Fabian

3,036,150.00

Roberto Torres

3,036,150.00

Rodrigo David

3,036,150.00

Romer Singian

3,036,150.00

Carlito Singian

3,269,700.00

Edmundo Yalung

3,269,700.00

Prudencio Palalon

3,269,700.00

Rafael Cabrera

3,269,700.00

Rogelio Malit

3,269,700.00

Lucio Mantibe

3,330,250.00

as complete settlement of their claims in NLRC NCR Case No. 00-07-07574-99/NLRC NCR CA No. 030908-02 and/or full satisfaction of the judgment award, including the reinstatement aspect thereof, in CA G.R. SP No. 108404 and G.R. No. 190381.

2. Complainants agree that the amount received is in consideration of any and all monetary claims they might have as well as and including separation pay in lieu of their actual reinstatement as regular employees including any other liability or claims arising from, in relation to and/or in connection with their assignment with the Company.

3. By virtue of this Agreement, complainants consider their claims (including the reinstatement aspect thereof) in NLRC RAB III-02-3901-02/NLRC NCR CA No. 037888-03 as fully settled, and the judgment award in CA G.R. SP No. 108404 and G.R. No. 190381 (including the reinstatement aspect thereof) as fully satisfied, and hereby consider said cases as dismissed, with prejudice, and undertake to desist from prosecuting and/or instituting any other case or claim against any and/or all the respondents.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 16[th] day of June 2010 at the City of San Fernando, Pampanga.

COMPLAINANTS:

LAGUESMA MAGSALIN CONSULTA & GASTARDO

Counsel for Coca-Cola Bottlers Philippines, Inc.
706 Prestige Tower, F. Ortigas Jr. Road
Ortigas Center, Pasig City

(Signed)
MICHAEL MEROVIN GUICO

By:

(Signed)
ANGEL FERNANDO

BERNARDINO F. CONSULTA
PTR No. 5922571; 01-11-10; Pasig City
IBP No. 810944; 01-11-10; Quezon City
Roll No. 33337
MCLE Compliance No. III-0010894
31 March 2010

(Signed)
LUISITO MANTIBE

(Signed)
WILLY OCAMPO

(Signed)
ALLAN OCAMPO

(Signed)
CARLOS LUIS L. FERNANDEZ
PTR No. 5922576; 01-11-10; Pasig City
IBP No. 810942; 01-11-10; Quezon City
Roll No. 45321
MCLE Compliance No. III-0010898
31 March 2010

(Signed)
ALMERANTE GORAL

(Signed)
CARLITO MANABAT

(Signed)
ERNESTO DELA CRUZ

(Signed)

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JAY MANABAT

(Signed)
NICOLAS CURA

(Signed)
SANDRO DIZON

(Signed)
NICOLAS LUQUIAS

(Signed)
RODRIGO MERCADO

(Signed)
ALVIN ANDAYA

(Signed)
ANTONIO VILLERO

(Signed)
EDILBERTO GUEVARRA

(Signed)
EFREN FERNANDO

(Signed)
EMERITO DUNGCA

(Signed)
ERIC AQUINO

(Signed)
JIMMY DUNGO

(Signed)
MARCELO FABIAN

(Signed)
ROBERTO TORRES

(Signed)
RODRIGO DAVID

(Signed)
ROMER SINGIAN

(Signed)
CARLITO SINGIAN

(Signed)
EDMUNDO YALUNG

(Signed)
PRUDENCIO PALALON

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(Signed)
RAFAEL CABRERA

(Signed)
ROGELIO MALIT

(Signed)
LUCIO MANTIBE

Assisted by:

(Signed)
ATTY. NENITA C. MAHINAY

In its own Manifestation and Compliance,[5] petitioner confirms the parties' amicable settlement through the Compromise Agreement and professes that it interposes no objection to respondents' prayer for dismissal of the petition. Petitioner also submits, aside from a copy of the Compromise Agreement, a Joint Release, Waiver and Quitclaim[6] dated June 16, 2010, where the respondents acknowledged receipt of the amounts indicated in the Compromise Agreement as complete settlement of all their claims against petitioner, relative to this case, and in consideration of which they--

> 1. x x x remise, release and forever discharge the Company, its successors-in-interest, stockholders, officers, directors, agents or employees from any action, sum of money, damages, claims and demands whatsoever, which in law or in equity [they] ever had, now have, or which [they, their] successors and assigns hereafter may have by reason of any matter, cause or thing whatsoever, up to the time of these presents, the intention hereof being completely and absolutely to release the Company as well as its successors-in-interest, stockholders, officers, directors, agents or employees from all liabilities arising wholly, partially or directly from our temporary assignment/engagement with the Company.
>
> 2. x x x acknowledge the temporary nature of [their] assignment/engagement with the Company and the absence of an employer-employee relationship between [them] and the Company, and [they] further acknowledge that [they] have no intention whatsoever of being reinstated to [their] previous assignment at the Company.
>
> 3. x x x also manifest that the payment by the Company of any or all of the foregoing sum of money shall not be taken by [them, their] heirs or assigns as a confession and/or admission of liability on the part of the Company, as well as its successors-in-interest, stockholders, officers, directors, agents or employees for any matter, cause, demand or claim that [they] may have against any or all of them. [They] acknowledge that [they] have received all amounts that are now, or in the future, may be due [them] from the Company. [They] also acknowledge that during the entire period of [their] temporary assignment/engagement with the Company, [they] received and were paid all compensations, benefits and privileges to which [they] were entitled under the law, and if [they] are hereinafter be found in any manner to have been entitled to any amount, the above consideration is a full and complete satisfaction of any and all such undisclosed claims.
>
> 4. x x x warrant that [they] will institute no action and will not continue to prosecute any pending action, against the Company, as well as its successors-in-interest, stockholders, officers, directors, agents or employees, by reason of [their] temporary assignment/engagement with the Company, including the case docketed as G.R. No. 190381 pending before the Supreme Court.
>
> 5. x x x finally declare that [they] have read and fully understand this document, and the release, waiver and quitclaim hereby given is made willingly and voluntarily and with full knowledge of [their] rights under the law.[7]

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The Joint Release, Waiver and Quitclaim was signed individually by respondents and their counsel of record.

Under the Civil Code of the Philippines,[8] contracting parties may establish such stipulations, clauses, terms, and conditions, as they deem convenient, so long as they are not contrary to law, morals, good customs, public order, or public policy. A compromise agreement is a contract whereby the parties undertake reciprocal obligations to resolve their differences in order to avoid litigation or put an end to one already instituted.[9] It is a judicial covenant having the force and effect of a judgment, subject to execution in accordance with the Rules of Court, and having the effect and authority of res judicata upon its approval by the court where the litigation is pending.[10]

Finding the Compromise Agreement dated June 16, 2010 between petitioner and respondents to be validly executed, not being contrary to law, morals, good customs, public order, or public policy, we, therefore, accept and affirm the same.

WHEREFORE, the Manifestation and Motion of respondents Rodrigo Mercado, et al. is GRANTED. The Compromise Agreement dated June 16, 2010 between petitioner Coca-Cola Bottlers Philippines, Inc. and respondents Rodrigo Mercado, et al. is AFFIRMED, and judgment is rendered accordingly. The instant controversy is DISMISSED. No costs.

SO ORDERED.

Velasco, Jr.,[****] Peralta, Mendoza, and Sereno,[******] JJ., concur.

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[*] Also referred to as Nicolas Luquias in the Compromise Agreement and in the Joint Release, Waiver and Quitclaim.

[**] Also referred to as Romer Singian in the Compromise Agreement and in the Joint Release, Waiver and Quitclaim.

[***] Also referred to as Almerante Goral in the Compromise Agreement and in the Joint Release, Waiver and Quitclaim.

[****] Additional member in lieu of Associate Justice Antonio T. Carpio per Special Order No. 897 dated September 28, 2010.

[*****] In lieu of Associate Justice Antonio T. Carpio per Special Order No. 898 dated September 28, 2010.

[******] Additional member in lieu of Associate Justice Roberto A. Abad per Special Order No. 903 dated September 28, 2010.

[1] Rollo, pp. 616-618.

[2] Id. at 625-629.

[3] Id. at 619.

[4] Entitled, "IBM Local I, Rodrigo Mercado, et al. v. Coca-Cola Bottlers Phils., Inc., R.S. Cunanan General Services and Romac Services and Trading Corporation."

[5] Rollo, pp. 621-624.

[6] Id. at 630-633.

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[7] Id. at 631.

[8] Article 1306.

[9] Calingin v. Civil Service Commission, G.R. No. 183322, October 30, 2009, 604 SCRA 818, 824; Valdez v. Financiera Manila, Inc., G.R. No. 183387, September 29, 2009, 601 SCRA 291, 310-311; California Manufacturing Company, Inc. v. City of Las Piñas, The, G.R. No. 178461, June 22, 2009, 590 SCRA 453, 457.

[10] California Manufacturing Company, Inc. v. City of Las Piñas, The, id.; Viesca v. Gilinsky, G.R. No. 171698, July 4, 2007, 526 SCRA 533, 557-558.

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