

JOSE MAX S. ORTIZ, PETITIONER, VS. SAN MIGUEL CORPORATION, RESPONDENT.*G.R. Nos. 151983-84. July 31, 2008*

Ponente: CHICO-NAZARIO, J.

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This case is a Petition for Review on Certiorari under Rule 45 of the 1997 Revised Rules of Civil Procedure seeking to modify or partially reconsider the Decision[1] dated 22 August 2001 and Resolution[2] dated 9 January 2002 of the Court of Appeals in CA-G.R. SP No. 54576-77, insofar as the award of attorney's fees is concerned. Herein petitioner Jose Max S. Ortiz prays that this Court affirm the award of attorney's fees equivalent to 10% of the monetary award adjudged by the National Labor Relations Commission (NLRC) in its Decisions dated 21 July 1995 and 25 July 1995 in NLRC Cases No. V-0255-94[3] and No. V-0068-95,[4] respectively. Petitioner asserts that he is entitled to the said attorney's fees.

Petitioner is a member of the Philippine Bar who represented the complainants in NLRC Cases No. V-0255-94 and No. V-0068-95 instituted against herein private respondent San Miguel Corporation sometime in 1992 and 1993.

Private respondent, on the other hand, is a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines. It is primarily engaged in the manufacture and sale of food and beverage particularly beer products. In line with its business, it operates breweries and sales offices throughout the Philippines.[5] The complainants in NLRC Cases No. V-0255-94 and No. V-0068-95 were employees at private respondent's Sales Offices in the provinces.

NLRC Case No. V-0255-94 (Aguirre Cases)

In 1992, several employees from the Bacolod, Cadiz, and Himamaylan Beer Sales Offices filed with the Labor Arbiter separate complaints against private respondent for illegal dismissal with prayer for reinstatement with backwages; elevation of employment status from casual- temporary to regular-permanent reckoned after six months from the start of complainants' employment; underpayment of salaries; non-payment of holiday pay, service incentive leave pay, allowances and sick leaves; non-payment of benefits under the existing Collective Bargaining Agreements (CBA); attorney's fees; moral, exemplary and other damages; and interest. The foregoing complaints were consolidated and initially docketed as RAB Cases No. 06-01-10031-92; 06-01-10048-92; 06-01-10049-92; 06-02-10210-92; 06-02-10211-92; and 06-03-10255-92 (hereinafter collectively referred to as the Aguirre Cases). After conducting a full-blown trial, the parties were given the opportunity to submit their respective memoranda. Subsequently, the cases were submitted for resolution.

On 30 June 1994, Labor Arbiter Reynaldo J. Gulmatico (Labor Arbiter Gulmatico) rendered a Decision[6] in the Aguirre Cases finding all the complainants to have been illegally dismissed. He ordered complainants' reinstatement to their previous or equivalent positions without loss of seniority rights. He also ordered private respondent to pay the complainants (1) full backwages and other CBA benefits in the total amount of

P6,197,952.88; (2) rice subsidy or its monetary equivalent; and (3) attorney's fees equivalent to 10% of the monetary award or in the amount of P619,795.28. Labor Arbiter Gulmatico, however, dismissed complainants' claim for overtime pay, holiday pay, 13th month pay differential, service incentive leave pay, moral damages and all other claims for lack of merit.[7]

Unsatisfied with Labor Arbiter Gulmatico's monetary and economic awards, complainants appealed to the NLRC, where the Aguirre Cases were collectively docketed as NLRC Case No. V-0255-94. The NLRC would later render a Decision dated 21 July 1995 in the Aguirre Cases affirming the Decision of Labor Arbiter Gulmatico, with the following modifications: (1) granting sales commission to the complainants and adopting their computation thereof in their Appeal Memorandum[8] filed before the NLRC; (2) adjusting and/or reducing the amounts awarded to complainants Alfredo Gadian, Jr., Renato Junsay, Agustines Llacuna, and Florencio de la Piedra depending on the dates they were employed; (3) determining that Modesto Jabaybay, who died on 28 December 1993, was to receive only the amount of P356,128.02; (4) declaring that all the complainants except Romeo Magbanua, who withdrew his complaint, were entitled to whatever benefits were given under the CBA; and (5) that complainants Romeo Magbanua and Modesto Jabaybay shall no longer be reinstated.[9]

Private respondent moved for the reconsideration of the aforesaid 21 July 1995 NLRC Decision, but its motion was denied by the NLRC in its Resolution[10] dated 27 February 1996.

NLRC Case No. V-0068-95 (Toquero Case)

While the Aguirre Cases were still pending resolution by Labor Arbiter Gulmatico, three other employees at the San Carlos Sales Office filed with the Labor Arbiter a similar complaint for illegal dismissal against private respondent in 1993. Their complaint was docketed as RAB Case No. 06-07-10404-93 (hereinafter referred to as the Toquero Case).

On 26 December 1994, Labor Arbiter Ray Allan T. Drilon (Labor Arbiter Drilon) rendered his Decision[11] in the Toquero Case also ruling that the three complainants were illegally dismissed. Thus, he ordered the complainants' immediate reinstatement to their former positions without loss of seniority rights. He ordered private respondent to pay complainants (1) backwages and other benefits in the amount of P572,542.50; (2) all benefits, privileges and rights enjoyed by the private respondent's regular employees in the total amount of P339,055.00; (3) a total of 159 sacks of rice ration; (4) sales commissions based on the monthly sales of beer sold by their office for the last three years; and (5) attorney's fees in the amount of P91,159.75.[12]

Again, the complainants were not contented with Labor Arbiter Drilon's Decision, and they appealed their case to the NLRC which was then docketed as NLRC Case No. V-0068-95. On 25 July 1995, the NLRC rendered a Decision modifying the 26 December 1994 Decision of Labor Arbiter Drilon by ordering the private respondent to pay the complainants the following: (1) additional awards of sales commission; (2) tailoring allowance; (3) monetary equivalent of their uniform for two years consisting of 24 sets of t-shirts and 6 pairs of pants; and (4) attorney's fees of 10% of the total monetary award or P198,296.95.[13]

In its Resolution[14] dated 9 October 1995, the NLRC partially granted private respondent's motion for reconsideration by allowing the deduction from the award of backwages any earnings of complainants elsewhere during the pendency of their case.[15]

CA-G.R. SP No. 54576-77

Failing to get a favorable ruling from the NLRC in both the Aguirre and Toquero Cases, private respondent elevated the NLRC Decisions to this Court via a Petition for Certiorari, where they were docketed as G.R. No. 124426[16] and G.R. No. 122975, respectively.[17] On 15 July 1996, this Court issued a Resolution[18]

consolidating the two cases. In another Resolution[19] dated 30 June 1999, this Court referred the said cases to the Court of Appeals conforming to its ruling in *St. Martin Funeral Home v. NLRC and Bienvenido Aricayos*. [20] The Court of Appeals accepted the consolidated cases in its Resolution[21] dated 7 September 1999, and docketed the same as CA-G.R. SP No. 54576-77.

While the private respondent's Petitions for Certiorari were pending before the Court of Appeals, all but one of the remaining complainants in the Aguirre and Toquero Cases appeared on various dates before Labor Arbiters Gulmatico and Drilon, and in the presence of two witnesses, signed separate Deeds of Release, Waiver and Quitclaim[22] in favor of private respondent. Based on the Deeds they executed, the complainants agreed to settle their claims against private respondent for amounts less than what the NLRC actually awarded. Private respondent withheld 10% of the total amount agreed upon by the parties in the said Deeds as attorney's fees and handed it over to petitioner.

Private respondent then attached the Deeds of Release, Waiver and Quitclaim to its Manifestation and Motion[23] filed before the appellate court. On 22 August 2001, the Court of Appeals rendered a Decision[24] in CA-G.R. SP No. 54576-77 affirming the NLRC Decision dated 21 July 1995 and Resolution dated 27 February 1996 in the Aguirre Cases, only insofar as it concerned complainant Alfredo Gadian, Jr. (complainant Gadian), the only complainant who did not execute a Deed of Release, Waiver and Quitclaim. With respect to the other complainants in the Aguirre and Toquero Cases, their complaints were dismissed on account of their duly executed Deeds of Release, Waiver and Quitclaim.[25]

Private respondent moved for the partial reconsideration of the 22 August 2001 Decision of the Court of Appeals, seeking the reversal and setting aside of the 22 August 2001 Decision of the Court of Appeals in CA-G.R. SP. No. 54576-77, which affirmed the 21 July 1995 Decision and 27 February 1996 Resolution of the NLRC in the Aguirre Cases, insofar as complainant Gadian was concerned; and the dismissal of complainant Gadian's complaint against private respondent for lack of merit.[26] Complainant Gadian and his counsel, herein petitioner, for their part, likewise moved for the partial reconsideration of the same Decision of the appellate court praying that the award of attorney's fees of 10% should be based on the monetary awards adjudged by the NLRC.[27] In a Resolution[28] dated 9 January 2002, the appellate court denied both motions.

G.R. No. 151421 and No. 151427

Private respondent appealed before this Court by filing a Petition for Review, docketed as G.R. No. 151421 and No. 151427. However, private respondent's Petition was denied due course by this Court in a Resolution[29] dated 18 March 2002 for failure of the private respondent to show that a reversible error had been committed by the appellate court. The Court also denied private respondent's motion for reconsideration.[30] The denial of the private respondent's Petition in G.R. No. 151421 and No. 151427 became final and executory on 24 July 2002. [31]

G.R. No. 151983-84

Petitioner filed this present Petition for Review on his own behalf, docketed as G.R. No. 151983-84, praying that this Court grant him attorney's fees equivalent to those awarded by the NLRC in the Aguirre and Toquero Cases. He makes the following lone assignment of error in his Petition:

THE HONORABLE PUBLIC RESPONDENT COURT OF APPEALS COMMITTED GRAVE ABUSE OF DISCRETION IN NOT AWARDING ATTORNEY'S FEES BASED ON THE ORIGINAL AWARD MADE BY THE NLRC-FOURTH DIVISION.[32]

In his Memorandum,[33] petitioner posits the following issues:

- WHETHER THE PRESENT PETITION RAISES A QUESTION OF LAW.

- WHETHER PETITIONER IS A REAL PARTY IN INTEREST TO FILE THE PRESENT PETITION.

- WHETHER PETITIONER IS ENTITLED TO ADDITIONAL ATTORNEY'S FEES ON TOP OF WHAT WAS ALREADY RECEIVED.[34]

Petitioner alleges that the Decision of the appellate court was prejudicial only insofar as it failed to grant 10% attorney's fees based on the monetary and economic awards adjudged by the NLRC in its Decisions in the Aguirre and Toquero Cases. Considering that the only complainant who did not execute a Deed of Release, Waiver and Quitclaim, namely, complainant Gadian, obtained a favorable judgment from the Court of Appeals, he was no longer interested in pursuing an appeal; and petitioner is, thus, constrained to bring the present Petition, with himself as the forced petitioner, for the purpose of recovering the aforesaid attorney's fees.

In the instant Petition, petitioner is claiming additional attorney's fees, representing the difference between the amount as decreed in the NLRC Decisions in the Aguirre and Toquero Cases and the amount he already received from private respondent, equivalent to the 10% attorney's fees the latter withheld from the amounts it actually paid to the complainants who signed the Deeds of Release, Waiver and Quitclaim.

Petitioner avows that he is entitled to attorney's fees based on the monetary awards as stated in the Decisions of the NLRC in the Aguirre and Toquero Cases because (1) the Deeds of Release, Waiver and Quitclaim executed by all but one of the complainants during the pendency of CA-G.R. SP. No. 54576-77 before the Court of Appeals were done without his conformity; (2) he, together with his assistant lawyers, had invested substantial time and effort for more than seven or eight years and even spent considerable amounts of personal money for the prosecution of these consolidated cases from the Labor Arbiter up to this Court; hence, it would be grossly unfair for the petitioner to receive only 10% of the financial assistance given to the complainants by virtue of the Deeds of Release, Waiver and Quitclaim they signed; and (3) petitioner's right to attorney's fees has become vested after rendering painstaking legal services to the complainants, making him and his collaborating counsels entitled to the full amount of attorney's fees as awarded by the NLRC.

While this Court concedes that the instant Petition for Review raises a question of law, it denies the Petition for lack of merit and lack of petitioner's standing to file the same.

This Court has consistently ruled that a question of law exists when there is a doubt or controversy as to what the law is on a certain state of facts. On the other hand, there is a question of fact when the doubt or difference arises as to the alleged truth or falsehood of the alleged facts. For a question to be one of law, it must involve no examination of the probative value of the evidence presented by the litigants or any of them.[35] The test of whether a question is one of law or of fact is not the appellation given to such question by the party raising the same; rather, it is whether the appellate court can determine the issue raised without reviewing or evaluating the evidence, in which case, it is a question of law; otherwise, it is a question of fact.[36]

In the case at bar, the core issue presented by the petitioner is with respect to the amount of attorney's fees to which he should be entitled: whether he is entitled to the amount of attorney's fees as adjudged by the NLRC in its Decisions in the Aguirre and Toquero Cases or only to the 10% of the amounts actually paid to his clients, the complainants who signed the Deeds of Release, Waiver and Quitclaim.

The aforesaid issue evidently involves a question of law. In determining whether the petitioner should be entitled to the attorney's fees stated in the NLRC Decisions, this Court does not need to go over the pieces of evidence submitted by the parties in the proceedings below to determine their probative value. What it needs to do is ascertain and apply the relevant law and jurisprudence on the award of attorney's fees to the prevailing parties in

labor cases.

Article 111 of the Labor Code, as amended, specifically provides:

ART. 111. ATTORNEY'S FEES. - (a) In cases of unlawful withholding of wages the culpable party may be assessed attorney's fees equivalent to ten percent of the amount of wages recovered.

(b) It shall be unlawful for any person to demand or accept, in any judicial or administrative proceedings for the recovery of the wages, attorney's fees which exceed ten percent of the amount of wages recovered. (Emphasis supplied.)

In *PCL Shipping Philippines, Inc. v. National Labor Relations Commission*[37] citing *Dr. Reyes v. Court of Appeals*,[38] this Court enunciated that there are two commonly accepted concepts of attorney's fees, the so-called ordinary and extraordinary. In its ordinary concept, an attorney's fee is the reasonable compensation paid to a lawyer by his client for the legal services the former has rendered to the latter. The basis of this compensation is the fact of the attorney's employment by and his agreement with the client. In its extraordinary concept, attorney's fees are deemed indemnity for damages ordered by the court to be paid by the losing party in a litigation. The instances in which these may be awarded are those enumerated in Article 2208 of the Civil Code, specifically paragraph 7[39] thereof, which pertains to actions for recovery of wages, and is payable not to the lawyer but to the client, unless they have agreed that the award shall pertain to the lawyer as additional compensation or as part thereof.[40] Article 111 of the Labor Code, as amended, contemplates the extraordinary concept of attorney's fees.

Still according to *PCL Shipping*, Article 111 is an exception to the declared policy of strict construction in the awarding of attorney's fees. Although express findings of fact and law are still necessary to prove the merit of the award, there need not be any showing that the employer acted maliciously or in bad faith when it withheld the wages. In carrying out and interpreting the Labor Code's provisions and implementing regulations, the employee's welfare should be the primordial and paramount consideration. This kind of interpretation gives meaning and substance to the liberal and compassionate spirit of the law as provided in Article 4 of the Labor Code, which states that "all doubts in the implementation and interpretation of the provisions of the Labor Code including its implementing rules and regulations, shall be resolved in favor of labor"; and Article 1702 of the Civil Code, which provides that "in case of doubt, all labor legislation and all labor contracts shall be construed in favor of the safety and decent living for the laborer." [41]

Based on the foregoing, the attorney's fees awarded by the NLRC in its Decisions in the *Aguirre and Toquero Cases* pertain to the complainants, petitioner's clients, as indemnity for damages; and not to petitioner as compensation for his legal services. Records show that the petitioner neither alleged nor proved that his clients, the complainants, willingly agreed that the award of attorney's fees would accrue to him as an additional compensation or part thereof.

What the complainants explicitly agreed to in their individual Deeds of Release, Waiver, and Quitclaim was that the 10% attorney's fees of the petitioner shall be deducted from the amount of the gross settlement. Provision 8 of the Deeds of Release, Waiver and Quitclaim reads:

8. x x x. As a client, I have the right to decide on the matter of whether to settle my case and the amount of the settlement, which right I am now exercising without prejudice to my counsel's claim to the legally mandated 10% attorney's fees. As a matter of fact, I had requested and [herein private respondent] has complied with it, that [private respondent] deduct from the gross settlement 10% representing attorney's fees of [herein petitioner] and make a check payable to the latter in such amount.[42] (Emphasis supplied.)

The foregoing provision cannot be taken to mean that the complainants concerned agreed that the attorney's fees

awarded by the NLRC pertained to petitioner as additional compensation or part thereof since (1) the Deeds were executed between complainants and private respondent, the petitioner was not even a party to the said documents; and (2) private complainants' request that private respondent withhold 10% attorney's fees to be payable to petitioner was in relation to the amount of gross settlement under the Deeds and not to the amounts awarded by the NLRC. In fact, petitioner challenges the due execution of the Deeds, and may not now take an inconsistent position by using the provisions of the very same Deeds as proof that complainants impliedly or expressly agreed that the attorney's fees awarded by the NLRC pertained to him under the ordinary concept of attorney's fees.

Thus, this Court has no recourse but to interpret the award of attorney's fees by the NLRC in its extraordinary concept. And since the attorney's fees pertained to the complainants as indemnity for damages, it was totally within the complainants' right to waive the amount of said attorney's fees and settle for a lesser amount thereof in exchange for the immediate end to litigation. Petitioner cannot prevent complainants from compromising and/or withdrawing their complaints at any stage of the proceedings just to protect his anticipated attorney's fees.

Even assuming arguendo that the complainants in the Aguirre and Toquero Cases did indeed agree that the attorney's fees awarded by the NLRC should be considered in their ordinary concept, i.e., as compensation for petitioner's services, we refer back to Article 111 of the Labor Code, as amended, which provides that the attorney's fees should be equivalent to 10% of the amount of wages recovered. Since the complainants decided to settle their complaints against the private respondent, the amounts actually received by them pursuant to the Deeds of Release, Waiver and Quitclaim are the amounts "recovered" and the proper basis for determining the 10% attorney's fees.

Petitioner cannot claim further to be a real party in interest herein for the very same reasons already discussed above.

It is elementary that it is only in the name of a real party in interest that a civil suit may be prosecuted.[43] Section 2, Rule 3 of the 1997 Revised Rules of Civil Procedure, as amended, provides:

SEC. 2. Parties in interest. - A real party in interest is the party who stands to be benefited or injured by the judgment in the suit, or the party entitled to the avails of the suit. Unless otherwise authorized by law or these Rules, every action must be prosecuted or defended in the name of the real party in interest.

The established rule is that a real party in interest is one who would be benefited or injured by the judgment, or one entitled to the avails of the suit. The word "interest," as contemplated by the Rules, means material interest or an interest in issue and to be affected by the judgment, as distinguished from mere interest in the question involved or a mere incidental interest. Stated differently, the rule refers to a real or present substantial interest as distinguished from a mere expectancy or a future, contingent, subordinate, or consequential interest. As a general rule, one who has no right or interest to protect cannot invoke the jurisdiction of the court as party-plaintiff in an action.[44]

The afore-quoted rule has two requirements: 1) to institute an action, the plaintiff must be the real party in interest; and 2) the action must be prosecuted in the name of the real party in interest. Necessarily, the purposes of this provision are 1) to prevent the prosecution of actions by persons without any right or title to or interest in the case; 2) to require that the actual party entitled to legal relief be the one to prosecute the action; 3) to avoid a multiplicity of suits; and 4) to discourage litigation and keep it within certain bounds, pursuant to sound public policy.[45]

In the case at bar, it is beyond cavil that the petitioner is not the real party in interest; hence, he cannot file this Petition to recover the attorney's fees as adjudged by the NLRC in its Decisions dated 21 July 1995 and 25 July 1995 in the Aguirre and Toquero Cases, respectively. To reiterate, the award of attorney's fees pertain to the

prevailing parties in the NLRC cases, namely, the complainants, all but one of whom no longer pursued their complaints against private respondent after executing Deeds of Release, Waiver and Quitclaim. Not being the party to whom the NLRC awarded the attorney's fees, neither is the petitioner the proper party to question the non-awarding of the same by the appellate court.

In addition, as found by the Court of Appeals, when the complainants executed their respective Deeds of Release, Waiver and Quitclaim, petitioner already received attorney's fees equivalent to 10% of the amounts paid to the complainants in accordance with the Deeds, as evidenced by several cash vouchers and checks payable to petitioner[46] and signed by his representative.[47] Even petitioner himself admitted this fact.

This would show that petitioner has been compensated for the services he rendered the complainants. It may do well for petitioner to remember that as a lawyer, he is a member of an honorable profession, the primary vision of which is justice. The practice of law is a decent profession and not a money-making trade. Compensation should be but a mere incident. [48]

If petitioner earnestly believes that the amounts he already received are grossly deficient, considering the substantial time and efforts he and his assistant lawyers invested, as well as the personal money he expended for the prosecution of complainants' cases for more than seven or eight years, then petitioner's remedy is not against the private respondent, but against his own clients, the complainants. He should file a separate action for collection of sum of money against complainants to recover just compensation for his legal services, and not the present Petition for Review to claim from private respondent the attorney's fees which were adjudged by the NLRC in favor of complainants as the prevailing parties in the Aguirre and Toquero Cases.

Finally, as stated earlier, petitioner assails the Deeds of Release, Waiver and Quitclaim executed by the complainants for being executed without his conformity and, thus, in violation of the requirements of the Labor Code. Such argument is specious.

There is no specific provision in the Labor Code, as amended, which requires the conformity of petitioner, as the complainants' counsel, to make their Deeds of Release, Waiver and Quitclaim valid. The only requisites for the validity of any Deed of Release, Waiver and Quitclaim are the following: (1) that there was no fraud or deceit on the part of any of the parties; (2) that the consideration for the quitclaim is credible and reasonable; and (3) that the contract is not contrary to law, public order, public policy, morals or good customs or prejudicial to a third person with a right recognized by law.[49] In this case, it cannot be questioned that those requisites were completely satisfied, making the Deeds of Release, Waiver and Quitclaim individually executed by the complainants valid.

Moreover, both the NLRC and the Court of Appeals found the Deeds of Release, Waiver and Quitclaim to be validly and willfully executed by the complainants. The Court of Appeals ruled:

Further, as correctly stated by the [herein private respondent], to wit:

'The separate Deeds of Release, Waiver and Quitclaim were all executed and signed by the private respondents concerned before the Labor Arbiter, Hon. Reynaldo Gulmatico, who handled the case a quo and rendered the decision in favor of [complainants therein]. As a matter of course, a Labor Arbiter asks, and even explains, to the person executing a quitclaim before him about the contents and the implications thereof. It is only after the Labor Arbiter has satisfied himself that the quitclaim involved was voluntarily executed by the person concerned and that there is a substantial consideration involved would he sign it.'

"While quitclaims executed by employees are commonly frowned upon as contrary to public policy and are ineffective to bar claims for the full measure of the employees' legal rights, there are legitimate waivers that represent a voluntary and reasonable settlement of laborers' claims which should be respected by the courts as the

law between the parties."[50]

WHEREFORE, premises considered, the instant Petition is hereby DENIED. Costs against petitioner.

SO ORDERED.

WE CONCUR:

Ynares-Santiago, (Chairperson), Austria-Martinez, Reyes, and Leonardo-De Castro, JJ., concur.

* Justice Teresita J. Leonardo-De Castro was designated to sit as additional member replacing Justice Antonio Eduardo B. Nachura per Raffle dated 21 July 2008.

[1] Penned by Associate Justice B. A. Adefuin-De La Cruz with Associate Justices Andres B. Reyes, Jr. and Josefina Guevara-Salonga, concurring; rollo, pp. 23-42.

[2] Rollo, pp. 50-51.

[3] Penned by Commissioner Amorito V. Cañete with Presiding Commissioner Irene E. Ceniza and Commissioner Bernabe S. Batuhan, concurring; CA rollo, Volume I, pp. 76-89.

[4] Penned by Presiding Commissioner Irene E. Ceniza with Commissioners Bernabe S. Batuhan and Amorito V. Cañete, concurring; CA rollo, Volume II, pp. 105-115.

[5] CA rollo, Volume I, p. 148.

[6] CA rollo, Volume I, pp. 864-893.

[7] Id. at 888-889.

[8] Id. at 997-1005.

[9] Id. at 84-86.

[10] Penned by Commissioner Amorito V. Cañete with Presiding Commissioner Irene E. Cerniza and Commissioner Bernabe S. Batuhan, concurring; CA rollo, Volume I, pp. 92-105.

[11] CA rollo, Volume II, pp. 80-103.

[12] Id. at 102.

[13] Id. at 113-114.

[14] Penned by Presiding Commissioner Irene E. Ceniza with Commissioners Bernabe S. Batuhan and Amorito V. Cañete, concurring; CA rollo, Volume II, pp. 152-155.

[15] CA rollo, Volume II, pp. 154.

[16] CA rollo, Volume I, pp. 3-73.

[17] CA rollo, Volume II, pp. 3-47.

[18] CA rollo, Volume I, p. 1148.

[19] Id. at 1453-1454; CA rollo, Volume II, pp. 759-760.

[20] 356 Phil. 811 (1998).

[21] Penned by Associate Justice B. A. Adefuin-De la Cruz with Associate Justices Fermin A. Martin, Jr. and Presbitero J. Velasco, Jr. (now a member of the Court), concurring; CA rollo, Volume II, pp. 762-763.

[22] CA rollo, Volume I, pp. 1408-1426, 1433-1447; CA rollo, Volume II, pp. 771-776, 829-836, 994-1006, 1015-1020, 1038-1043, 1109-1111.

[23] Id. at 1403-1407, 1427-1432; id. at 765-770, 824-828, 985-995, 1007-1014.

[24] Rollo, pp. 23-42.

[25] Id. at 42.

[26] CA rollo, Volume II, pp. 1157-1180.

[27] Rollo, pp. 44-48.

[28] Id. at 50-51.

[29] CA rollo, Volume II, p. 1272.

[30] The Resolution of this Court denying the Motion for Reconsideration of the private respondent was not on the records of this case; thus, the date when the said Resolution was issued cannot be ascertained.

[31] CA rollo, Volume II p. 1274.

[32] Rollo, p. 16.

[33] Id. at 171-183.

[34] Id. at 175.

[35] *Tamondong v. Court of Appeals*, G.R. No. 158397, 26 November 2004, 444 SCRA 509, 517-518.

[36] *Crisologo v. Globe Telecom, Inc.*, G.R. No. 167631, 16 December 2005, 478 SCRA 433, 441.

[37] G.R. No. 153031, 14 December 2006, 511 SCRA 44, 64.

[38] 456 Phil. 520, 539-540 (2003), citing *Traders Royal Bank Employees Union-Independent v. National Labor Relations Commission*, 336 Phil. 705, 712 (1997).

[39] Art. 2208. In the absence of stipulation, attorney's fees and expenses of litigation, other than judicial costs, cannot be recovered, except:

x x x x

(7) In actions for the recovery of wages of household helpers, laborers and skilled workers;

[40] *PCL Shipping Philippines, Inc. v. National Labor Relations Commission*, supra note 37 at 64-65.

[41] Id. at 65.

[42] CA rollo, Volume II, p. 739.

[43] *Chua v. Torres*, G.R. No. 151900, 30 August 2005, 468 SCRA 358, 366.

[44] *Dagadag v. Tongnawa*, G.R. Nos. 161166-67, 3 February 2005, 450 SCRA 437, 443-444.

[45] *Oco v. Limbaring*, G.R. No. 161298, 31 January 2006, 481 SCRA 348, 358.

[46] CA rollo, Volume II, pp. 1058-1077.

[47] Rollo, p. 41.

[48] Pineda v. De Jesus, G.R. No. 155224, 23 August 2006, 499 SCRA 608, 613.

[49] Danzas Intercontinental, Inc. v. Daguman, G.R. No. 154368, 15 April 2005, 456 SCRA 382, 397-398.

[50] Rollo, pp. 40-41.

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