

CHANROBLES PUBLISHING COMPANY

**SUPREME COURT
SECOND DIVISION**

**THE LEARNING CHILD, INC. and
REGINA ALFONSO,**
Petitioners,

-versus-

**G.R. No. 143385
September 7, 2000**

**ANNIE LAZARO and GORGONIA
LEDESMA,**
Respondents.

X-----X

D E C I S I O N

BUENA, J.:

On June 16, 2000, petitioners, through counsel, filed with this Court, a motion for thirty (30) days extension of time, or up to July 17, 2000, to file petition for review on certiorari, to assail the Decision dated May 24, 2000, of the Court of Appeals in CA-G.R. No. 52788. Said motion was granted by this Court in a Resolution dated July 17, 2000. On even date, petitioners, with the conformity of the respondents, filed a Manifestation With Motion (For the Approval of Attached Compromise Agreement).

Attached to the Compromise Agreement (Annex "A" of the Manifestation and Motion) are the following annexes: Annex "B,"

which is a Special Power of Attorney executed by the Acting Corporate Secretary Mary Anne Alfonso of petitioner The Learning Child, Inc., appointing the law office of Zulueta, Puno, and Associates, as represented by Atty. Patricia Grace A. Gustilo, to be its attorney-in-fact to represent it at the compromise and settlement of this case; Annex “C,” which is the Special Power of Attorney executed by petitioner Maria Regina Alfonso appointing the same law office as her attorney-in-fact to represent her at the compromise and settlement of this case; and Annex “D,” which is a Secretary’s Certificate stating that the Board of Directors of The Learning Child, Inc. resolved to appoint said law office as the corporation’s attorney-in-fact, to do all acts necessary in final settlement of this case.

The duly notarized Compromise Agreement reads:

“COMPROMISE AGREEMENT

“Petitioners-Appellants The Learning Child, Inc. and Regina Alfonso, herein represented by their counsel and attorney-in-fact, Atty. Patricia Grace A. Gustilo of Zulueta, Puno, and Associates, duly appointed and authorized by Petitioners-Appellants pursuant to a Board Resolution and Special Power of Attorney (copies of which are hereto attached as Annexes ‘A,’ ‘B,’ and ‘C,’ and made as integral parts hereof) to enter into a settlement of the above-captioned case; and Respondents-Appellees Annie Lazaro and Gorgonia Ledesma, assisted by counsel, unto this Honorable Court, most respectfully submit the following Compromise Agreement:

“Whereas, the instant case arose out of a complaint for alleged ‘illegal dismissal’ with a prayer for reinstatement, full backwages and moral and exemplary damages filed by Respondents-Appellees against Petitioners-Appellants before the Labor Arbiter;

“Whereas, on 24 May 2000, the Honorable Court of Appeals rendered a Decision affirming the Resolution dated 19 January 1999 rendered by the National Labor Relations Commission (NLRC) adjudging Petitioners-Appellants liable to the

Respondents-Appellees in the total amount of Two Hundred Ninety One Thousand and Sixty Pesos (PhP 291,060.00);

“Whereas, the parties have hereto manifested their desire to settle the instant case amicably;

“NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto have agreed as follows:

- “1. Petitioners-Appellants and Respondents-Appellees have agreed to settle, as they do hereby settle, the above-entitled case;
- “2. Petitioners-Appellants hereby bind themselves to pay the Respondents-Appellees the amount of Two Hundred and Sixty Thousand Pesos (PhP 260,000.00) in full and complete settlement of the amount due them;
- “3. Respondents-Appellees hereby accept the amount of Two Hundred and Sixty thousand Pesos (PhP 260,000.00) as full settlement of the amount due to them arising from the award adjudged them in the instant case;
- “4. Upon the signing of this Compromise Agreement, Respondents-Appellees hereby agree and bind themselves to waive any and all claims which they may have now or in the future against the Petitioners-Appellants. Respondents-Appellees further agree to consider said settlement as final and executory and hereby undertake not to institute any other case or suit of whatever nature against Petitioners-Appellants in any other court or tribunal arising out of the same matter subject of the instant case. Moreover, should there be any existing case filed by the Respondents-Appellees against the Petitioners-Appellants arising out of the same facts as the above-captioned case, Respondents-Appellees hereby undertake to immediately cause the dismissal thereof with

prejudice to the filing of any other suit against the Petitioners-Appellants;

“5. Petitioners-Appellees (sic) likewise agree not to institute their intended Petition for Review on Certiorari (With Application for the Issuance of Temporary Restraining Order and/or Writ of Preliminary Injunction) with the Supreme Court and agree to cause the dismissal of all their counter-claims against Respondents-Appellees in the above-entitled case with prejudice;

“6. The terms and conditions heretofore voluntarily set forth by the parties are not contrary to law.”

“WHEREFORE, premises considered, it is respectfully prayed of this Honorable Court that an Order be issued approving the instant Compromise Agreement in accordance with the terms and conditions herein agreed upon by the parties.

“Respectfully submitted.

“City of Makati for the City of Manila: 13 July 2000.

“THE LEARNING CHILD, INC.
and REGINA ALFONSO
Petitioners-Appellants

ANNIE LAZARO and
GORGONIA LEDESMA
Respondents-Appellees

ZULUETA, PUNO, AND
ASSOCIATES

By:
(SGD.)
PATRICIA GRACE A. GUSTILO
Attorney-in-Fact

By:
(SGD.)
ANNIE LAZARO
Respondent-Appellee

(SGD.)
GORGONIA LEDESMA
Respondent-Appellee

(SGD.)
JOEL G. MARTINEZ
Counsel for Respondents-Appellees

(Rollo, pp. 13-15)

WHEREFORE, the aforequoted Compromise Agreement being not contrary to law, good morals, public order or public policy, is hereby **APPROVED** and the parties are hereby enjoined to comply with its terms and conditions. The Resolution of the NLRC dated January 19, 1999, and the Decision of the Court of Appeals in CA-G.R. No. 52788, dated May 24, 2000 are set aside; and this case is hereby declared **CLOSED AND TERMINATED**.

SO ORDERED.

**Bellosillo, Mendoza, Quisumbing and De Leon, Jr., JJ.,
concur.**