

CHANROBLES PUBLISHING COMPANY

**SUPREME COURT
SECOND DIVISION**

**WACK WACK GOLF & COUNTRY CLUB,
*Petitioner,***

-versus-

**G.R. No. 149793
April 15, 2005**

**NATIONAL LABOR RELATIONS
COMMISSION, MARTINA G.
CAGASAN, CARMENCITA F.
DOMINGUEZ, and BUSINESS
STAFFING AND MANAGEMENT, INC.,
*Respondents.***

X-----X

DECISION

CALLEJO, SR., J.:

This is a Petition for Review of the Resolution^[1] of the Court of Appeals (CA) in CA-G.R. SP No. 63658, dismissing the petition for certiorari before it for being insufficient in form and the subsequent resolution denying the motion for reconsideration thereof.

The undisputed antecedent facts are as follows:

On November 29, 1996, a fire destroyed a large portion of the main clubhouse of the Wack Wack Golf and Country Club (Wack Wack),

including its kitchen. In view of the reconstruction of the whole clubhouse complex, Wack Wack filed a notice with the Department of Labor and Employment (DOLE) on April 14, 1997 that it was going to suspend the operations of the Food and Beverage (F & B) Department one (1) month thereafter. Notices to 54 employees (out of a complement of 85 employees in the department) were also sent out, informing them that they need not report for work anymore after April 14, 1997 but that they would still be paid their salaries up to May 14, 1997. They were further told that they would be informed once full operations in Wack Wack resume.

The Wack Wack Golf Employees Union branded the suspension of operations of the F & B Department as arbitrary, discriminatory and constitutive of union-busting, so they filed a notice of strike with the DOLE's National Conciliation and Mediation Board (NCMB). Several meetings between the officers of Wack Wack and the Union, headed by its President, Crisanto Baluyot, Sr., and assisted by its counsel, Atty. Pedro T. De Quiroz, were held until the parties entered into an amicable settlement. An Agreement^[2] was forged whereby a special separation benefit/retirement package for interested Wack Wack employees, especially those in the F & B Department was offered. The terms and conditions thereof reads as follows:

1. The UNION and the affected employees of F & B who are members of the UNION hereby agree to accept the special separation benefit package agreed upon between the CLUB management on the one hand, and the UNION officers and the UNION lawyer on the other, in the amount equivalent to one-and-one-half months salary for every year of service, regardless of the number of years of service rendered. That, in addition, said employees shall also receive the other benefits due them, namely, the cash equivalent of unused vacation and sick leave credits, proportionate 13th month pay; and other benefits, if any, computed without premium;
2. That the affected F & B employees who have already signified intention to be separated from the service under the special separation benefit package shall receive their separation pay as soon as possible;

3. That the same package shall, likewise, be made available to other employees who are members of the bargaining unit and who may or may not be affected by future similar suspensions of operations. The UNION re-affirms and recognizes that it is the sole prerogative of the management of the Club to suspend part or all of its operations as may be necessitated by the exigencies of the situation and the general welfare of its membership. The closure of the West Course, which is scheduled for conversion to an All-Weather Championship golf course, is cited as an example. It is, however, agreed that if a sufficient number of employees, other than F & B employees, would apply for availment of the package within the next two months, the Club may no longer go through the process of formally notifying the Department of Labor. The processing and handling of benefits for these other employees shall be done over a transition period within one year;
4. All qualified employees who may have been separated from the service under the above package shall be considered under a priority basis for employment by concessionaires and/or contractors, and even by the Club upon full resumption of operations, upon the recommendation of the UNION. The Club may even persuade an employee-applicant for availment under the package to remain on his/her job, or be assigned to another position.^[3]

Respondent Carmencita F. Dominguez, who was then working in the Administrative Department of Wack Wack, was the first to avail of the special separation package.^[4] Computed at 1½ months for every year of service pursuant to the Agreement, her separation pay amounted to P91,116.84, while economic benefits amounted to P6,327.53.^[5] On September 18, 1997, Dominguez signed a Release and Quitclaim^[6] in favor of Wack Wack.

Respondent Martina B. Cagasan was Wack Wack's Personnel Officer who, likewise, volunteered to avail of the separation package.^[7] On September 30, 1997, she received from Wack Wack the amount of P469,495.66 as separation pay and other economic benefits

amounting to P17,010.50.^[8] A Release and Quitclaim^[9] was signed on September 30, 1997.

The last one to avail of the separation package was Crisanto Baluyot, Sr. who, in a Letter^[10] dated January 16, 1998 addressed to Mr. Bienvenido Juan, Administrative Manager of Wack Wack, signified his willingness to avail of the said early retirement package. The total amount of P688,290.30^[11] was received and the Release and Quitclaim^[12] signed on May 14, 1998.

On October 15, 1997, Wack Wack entered into a Management Contract^[13] with Business Staffing and Management, Inc. (BSMI), a corporation engaged in the business as Management Service Consultant undertaking and managing for a fee projects which are specialized and technical in character like marketing, promotions, merchandising, financial management, operation management and the like.^[14] BSMI was to provide management services for Wack Wack in the following operational areas:

1. Golf operations management;
2. Management and maintenance of building facilities;
3. Management of food and beverage operation;
4. Management of materials and procurement functions;
5. To provide and undertake administrative and support services for the said projects.^[15]

Pursuant to the Agreement, the retired employees of Wack Wack by reason of their experience were given priority by BSMI in hiring. On October 21, 1997, respondents Cagasan and Dominguez filed their respective applications^[16] for employment with BSMI. They were eventually hired by BSMI to their former positions in Wack Wack as project employees and were issued probationary contracts.^[17]

Aside from BSMI, Wack Wack also engaged several contractors which were assigned in various operating functions of the club, to wit:

1. Skills and Talent Employment Promotion (STEP) whose 90 workers are designated as locker attendants, golf bag attendants, nurses, messengers, technical support engineer, golf director, agriculturist, utilities and gardeners;
2. Marvel Manpower Agency - whose 19 employees are designated as sweepers, locker attendants, drive range attendant, telephone operator, workers and secretaries;
3. City Service Corporation – contractor for janitorial services for the whole club; and
4. Microstar Business and Management Services, Inc. whose 15 employees are designated in the Finance and Accounting departments.^[18]

Due to these various management service contracts, BSMI undertook an organizational analysis and manpower evaluation to determine its efficacy, and to streamline its operations. In the course of its assessment, BSMI saw that the positions of Cagasan and Dominguez were redundant. In the case of respondent Cagasan, her tasks as personnel officer were likewise being taken care of by the different management service contractors; on the other hand, Dominguez's work as telephone operator was taken over by the personnel of the accounting department. Thus, in separate Letters^[19] dated February 27, 1998, the services of Dominguez and Cagasan were terminated. With respect to Baluyot, he applied for the position of Chief Porter on May 12, 1998. The position, however, was among those recommended to be abolished by the BSMI, so he was offered the position of Caddie Master Aide with a starting salary of P5,500.00 a month. Baluyot declined the offer. Pending Wack Wack's approval of the proposed abolition of the position of Chief Porter, Baluyot was temporarily accepted to the position with a monthly salary of P12,000.00. In July 1998, Baluyot decided not to accept the position of Caddie Master Aide; thus, BSMI continued with its plan to abolish the said position of Chief Porter and Baluyot was dismissed from the service.

Thereafter, the three (3) employees filed their respective complaints with the National Labor Relations Commission (NLRC) for illegal dismissal and damages against Wack Wack and BSMI.

The complainants averred that they were dismissed without cause. They accepted the separation package upon the assurance that they would be given their former work and assignments once the Food and Beverage Department of Wack Wack resumes its operations. On the other hand, the respondents therein alleged that the dismissal of the complainants were made pursuant to a study and evaluation of the different jobs and positions and found them to be redundant.

In a Decision^[20] dated January 25, 2000, the Labor Arbiter found that the dismissal of Dominguez and Cagasan was for a valid and authorized cause, and dismissed their complaints.

The position of personnel manager occupied by Martina Cagasan was redudanted as it is allegedly not necessary, because her functions will be taken over by the field superintendent and the company's personnel and operations manager. The work of Carmencita Dominguez on the other hand as telephone operator will be taken over by the accounting department personnel. Such move really are intended to streamline operations. While admittedly, they are still necessary in the operations of Wack Wack, their jobs can be assigned to some other personnel, who will be performing dual functions and does save Wack Wack money. This is feasible on account of the fact that they are functions pertaining to administrative work.^[21]

As to Baluyot, however, the Labor Arbiter found that while the position of chief porter had been abolished, the caddie master aide had been created. Their functions were one and the same. The porters, upon instructions from the chief porter, are the ones who bring down the golf bags of the players from the vehicle. The caddie master receives them and counts the number of clubs inside the golf set. After the game, the same procedure is repeated before the golf sets are loaded once more into the vehicle.^[22] The Labor Arbiter found that the dismissal of Baluyot as Chief Porter was unjustified and can not be considered redundant in the case at bar. It was a means resorted to in order to unduly sever Baluyot's relationship with BSMI without justifiable cause. The Labor Arbiter therefore found Baluyot's dismissal to be illegal. The dispositive portion of the decision reads as follows:

CONFORMABLY WITH THE FOREGOING, judgment is hereby rendered dismissing the complaints of Carmencita F. Dominguez and Martina Cagasan for lack of merit. Finding Crisanto Baluyot's dismissal to be illegal. Consequently, he should immediately be reinstated to his former position as Chief Porter or Caddie Master, and paid his backwages which, as of December 31, 1999, has accumulated in the sum of P180,000.00 by BSMI.

All other claims are dismissed for lack of merit.^[23]

Since Baluyot no longer appealed the decision, complainants Dominguez and Cagasan filed a Partial Appeal on the ground of prima facie abuse of discretion on the part of the Labor Arbiter and serious errors in his findings of facts and law. Their claims were anchored on the Agreement between the Union and management, that they were promised to be rehired upon the full resumption of operations of Wack Wack. They asserted that Wack Wack and BSMI should not avoid responsibility to their employment, by conniving with each other to render useless and meaningless the Agreement.

BSMI also appealed to the NLRC, alleging that the Labor Arbiter committed grave abuse of discretion in finding Baluyot's dismissal to be illegal, when in fact his position as Chief Porter was abolished pursuant to a bona fide reorganization of Wack Wack. It was not motivated by factors other than the promotion of the interest and welfare of the company.

On September 27, 2000, the NLRC rendered its Decision^[24] ordering Wack Wack to reinstate Carmencita F. Dominguez and Martina Cagasan to their positions in respondent Wack Wack Golf & Country Club with full backwages and other benefits from the date of their dismissal until actually reinstated. It anchored its ruling on the Agreement dated June 16, 1997 reached between the Union and Wack Wack, particularly Section 4^[25] thereof. The NLRC directed Wack Wack to reinstate the respondents and pay their backwages since "Business Staffing and Management, Inc. (BSMI) is a contractor who merely supplies workers to respondent Wack Wack. It has nothing to do with the grievance of the complainants with their employer, respondent Wack Wack."

Wack Wack and BSMI filed a motion for reconsideration which was denied in the Resolution^[26] dated December 15, 2000.

Wack Wack, now the petitioner, consequently filed a petition for certiorari with the Court of Appeals, docketed as CA-G.R. SP No. 63658 alleging the following:

- A. RESPONDENT NLRC COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR EXCESS OF JURISDICTION AND DENIAL OF DUE PROCESS IN HOLDING THAT RESPONDENTS CAGASAN AND DOMINGUEZ HAVE REGAINED THEIR JOBS OR EMPLOYMENT PURSUANT TO THE AGREEMENT BETWEEN PETITIONER AND WACK WACK GOLF EMPLOYEES UNION.
- B. RESPONDENT NLRC COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR EXCESS OF JURISDICTION AND DENIAL OF DUE PROCESS IN RULING THAT RESPONDENT BSMI IS NOT AN INDEPENDENT CONTRACTOR BUT A MERE SUPPLIER OF WORKERS TO THE PETITIONER.
- C. RESPONDENT NLRC COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR EXCESS OF JURISDICTION AND DENIAL OF DUE PROCESS IN HOLDING PETITIONER LIABLE FOR THE REINSTATEMENT OF RESPONDENTS CAGASAN AND DOMINGUEZ AND FOR THE PAYMENT OF THEIR SUPPOSED BACKWAGES DESPITE THE ABSENCE OF EMPLOYER-EMPLOYEE RELATION BETWEEN THEM.^[27]

Likewise, BSMI also assailed the resolutions of the NLRC and filed its own petition for certiorari with the CA, docketed as CA-G.R. SP No. 63553.^[28] A perusal of the petition which is attached to the records reveal that BSMI ascribes grave abuse of discretion on the part of the NLRC in ruling that: (a) the private respondents have regained their employment pursuant to the Agreement between Wack Wack and the Wack Wack Golf Employees Union; (b) the dismissal of private

respondents was made pursuant to the petitioner's exercise of its management prerogatives; and (c) the petitioner (BSMI) is liable for the reinstatement of private respondents and the payment of their backwages.^[29]

On April 3, 2001, the CA (Twelfth Division) dismissed the petition on the ground that the petitioner therein failed to attach an Affidavit of Service as required in Section 11, Rule 13 of the 1997 Rules of Civil Procedure. Moreover, the verification and certification against forum shopping was insufficient for having been executed by the general manager who claimed to be the duly-authorized representative of the petitioner, but did not show any proof of authority, i.e., a board resolution, to the effect.

A motion for reconsideration was, consequently, filed appending thereto the requisite documents of proof of authority. It asserted that in the interest of substantial justice, the CA should decide the case on its merits.

BSMI filed a Comment^[30] to the Motion for Reconsideration of the petitioner, also urging the CA to set aside technicalities and to consider the legal issues involved: (a) whether or not there is a guaranty of employment in favor of the complainants under the Agreement between the petitioner and the Union; (b) whether or not the termination of the employment of the complainants, based on redundancy, is legal and valid; and (c) who are the parties liable for the reinstatement of the complainants and the payment of backwages. It further added that it shares the view of the petitioner, that the assailed resolutions of the NLRC are tainted with legal infirmities. For this reason, it was also constrained to file its own petition for certiorari with the CA, docketed as CA-G.R. SP No. 63553 pending with the Special Fourth Division, just to stress that there is no guaranty of perpetual employment in favor of the complainants.

On August 31, 2001, the CA denied petitioner's motion for reconsideration.

The petitioner is now before the Court, assailing the twin resolutions of the CA. It points out that BSMI has filed its petition for certiorari before the CA one day late and yet, the Special Fourth Division

admitted the petition in the interest of substantial justice, and directed the respondents to file a comment thereon;^[31] whereas, in the instant case, the mere lack of proof of authority of Wack Wack's General Manager to sign the certificate of non-forum shopping was considered fatal by the CA's Twelfth Division. It further asserts that its petition for certiorari is meritorious, considering that the NLRC committed grave abuse of discretion in ordering Wack Wack to reinstate the respondents Cagasan and Dominguez, and to pay their backwages when indubitable evidence shows that the said respondents were no longer employees of Wack Wack when they filed their complaints with the Labor Arbiter.

There is merit in the petition.

In *Novelty Philippines, Inc. vs. Court of Appeals*,^[32] the Court recognized the authority of the general manager to sue on behalf of the corporation and to sign the requisite verification and certification of non-forum shopping. The general manager is also one person who is in the best position to know the state of affairs of the corporation. It was also error for the CA not to admit the requisite proof of authority when in the *Novelty* case, the Court ruled that the subsequent submission of the requisite documents constituted substantial compliance with procedural rules. There is ample jurisprudence holding that the subsequent and substantial compliance of an appellant may call for the relaxation of the rules of procedure in the interest of justice.^[33] While it is true that rules of procedure are intended to promote rather than frustrate the ends of justice, and while the swift unclogging of court dockets is a laudable objective, it nevertheless must not be met at the expense of substantial justice.^[34] It was, therefore, reversible error for the CA to have dismissed the petition for certiorari before it. The ordinary recourse for us to take is to remand the case to the CA for proper disposition on the merits; however, considering that the records are now before us, we deem it necessary to resolve the instant case in order to ensure harmony in the rulings and expediency.

Indeed, the merits of the case constitute special or compelling reasons for us to overlook the technical rules in this case. With the dismissal of its petition for certiorari before the CA, the petitioner by virtue of the NLRC decision is compelled to reinstate respondents Cagasan and

Dominguez and pay their full backwages from the time of their dismissal until actual reinstatement when the attendant circumstances, however, show that the respondents had no cause of action against the petitioner for illegal dismissal and damages.

It must be recalled that said respondents availed of the special separation package offered by the petitioner. This special separation package was thought of and agreed by the two parties (Wack Wack and the Union) after a series of discussions and negotiations to avert any labor unrest due to the closure of Wack Wack.^[35] Priority was given to the employees of the F & B Department, but was, likewise, offered to the other employees who may wish to avail of the separation package due to the reconstruction of Wack Wack. Respondents do not belong to the F & B Department and yet, on their own volition opted to avail of the special separation package. The applications which were similarly worded read as follows:

TO: WACK WACK GOLF & COUNTRY CLUB

BOARD OF DIRECTORS AND MANAGEMENT

Based on the information that the Club and the employees' Union have reached an agreement on a special separation benefit package equivalent to one-and-one-half months salary for every year of service, regardless of the number of years of service, for employees who have been affected and may be affected by ongoing as well as forthcoming Club renovation, construction and related activities and reportedly even for those who may not be affected but wish to avail of an early retirement under the above package arrangement, I hereby register my desire to be separated from the Club and receive the benefits under the above stated package.^[36]

Thereafter, the respondents signed their respective release and quitclaims after receiving their money benefits.

It cannot be said that the respondents in the case at bar did not fully comprehend and realize the consequences of their acts. Herein respondents are not unlettered persons who need special protection. They held responsible positions in the petitioner-employer, so they

presumably understood the contents of the documents they signed. There is no showing that the execution thereof was tainted with deceit or coercion. Further, the respondents were paid hefty amounts of separation pay indicating that their separation from the company was for a valuable consideration. Where the person making the waiver has done so voluntarily, with a full understanding thereof, and the consideration for the quitclaim is credible and reasonable, the transaction must be recognized as being a valid and binding undertaking.^[37] As in contracts, these quitclaims amount to a valid and binding compromise agreement between the parties which deserve to be respected.^[38]

We reiterate what was stated in the case of *Periquet vs. NLRC*^[39] that:

Not all waivers and quitclaims are invalid as against public policy. If the agreement was voluntarily entered into and represents a reasonable settlement, it is binding on the parties and may not later be disowned simply because of a change of mind. It is only where there is clear proof that the waiver was wangled from an unsuspecting or gullible person, or the terms of settlement are unconscionable on its face, that the law will step in to annul the questionable transaction. But where it is shown that the person making the waiver did so voluntarily, with full understanding of what he was doing, and the consideration for the quitclaim is credible and reasonable, the transaction must be recognized as a valid and binding undertaking.^[40]

When the respondents voluntarily signed their quitclaims and accepted the separation package offered by the petitioner, they, thenceforth, already ceased to be employees of the petitioner. Nowhere does it appear in the Agreement that the petitioner assured the respondents of continuous employment in Wack Wack. Qualified employees were given priority in being hired by its concessionaires and/or contractors such as BSMI when it entered into a management contract with the petitioner.

This brings us to the threshold issue on whether or not BSMI is an independent contractor or a labor-only contractor. The NLRC posits that BSMI is merely a supplier of workers or a labor-only contractor;

hence, the petitioner remains to be the principal employer of the respondents and liable for their reinstatement and payment of backwages.

The ruling of the NLRC is wrong. An independent contractor is one who undertakes “job contracting,” i.e., a person who: (a) carries on an independent business and undertakes the contract work on his own account under his own responsibility according to his own manner and method, free from the control and direction of his employer or principal in all matters connected with the performance of the work except as to the results thereof; and (b) has substantial capital or investment in the form of tools, equipments, machineries, work premises and other materials which are necessary in the conduct of the business. Jurisprudential holdings are to the effect that in determining the existence of an independent contractor relationship, several factors may be considered, such as, but not necessarily confined to, whether or not the contractor is carrying on an independent business; the nature and extent of the work; the skill required; the term and duration of the relationship; the right to assign the performance of specified pieces of work; the control and supervision of the work to another; the employer’s power with respect to the hiring, firing, and payment of the contractor’s workers; the control of the premises; the duty to supply premises, tools, appliances, materials and labor; and the mode, manner and terms of payment.^[41]

There is indubitable evidence showing that BSMI is an independent contractor, engaged in the management of projects, business operations, functions, jobs and other kinds of business ventures, and has sufficient capital and resources to undertake its principal business. It had provided management services to various industrial and commercial business establishments. Its Articles of Incorporation proves its sufficient capitalization. In December 1993, Labor Secretary Bienvenido Laguesma, in the case of *In re Petition for Certification Election Among the Regular Rank-and-File Employees Workers of Byron-Jackson (BJ) Services International Incorporated, Federation of Free Workers (FFW)-Byron Jackson Services Employees Chapter*,^[42] recognized BSMI as an independent contractor. As a legitimate job contractor, there can be no doubt as to

the existence of an employer-employee relationship between the contractor and the workers.^[43]

BSMI admitted that it employed the respondents, giving the said retired employees some degree of priority merely because of their work experience with the petitioner, and in order to have a smooth transition of operations.^[44] In accordance with its own recruitment policies, the respondents were made to sign applications for employment, accepting the condition that they were hired by BSMI as probationary employees only. Not being contrary to law, morals, good custom, public policy and public order, these employment contracts, which the parties are bound are considered valid. Unfortunately, after a study and evaluation of its personnel organization, BSMI was impelled to terminate the services of the respondents on the ground of redundancy. This right to hire and fire is another element of the employer-employee relationship^[45] which actually existed between the respondents and BSMI, and not with Wack Wack.

There being no employer-employee relationship between the petitioner and respondents Cagasan and Dominguez, the latter have no cause of action for illegal dismissal and damages against the petitioner. Consequently, the petitioner cannot be validly ordered to reinstate the respondents and pay them their claims for backwages.

WHEREFORE, the petition is **GRANTED**. The Resolutions of the Court of Appeals and the NLRC are **SET ASIDE** and **REVERSED**. The complaints of respondents Cagasan and Dominguez are **DISMISSED**. No costs.

SO ORDERED.

Puno, J., (Chairman), Austria-Martinez, Tinga, and Chico-Nazario, JJ., concur.

[1] Penned by Associate Justice Juan Q. Enriquez, Jr., with Associate Justices Ruben T. Reyes, and Presbitero J. Velasco, Jr. (now the Court Administrator), concurring.

[2] Rollo, p. 74.

[3] Id. at 74-75.

- [4] Id. at 76.
- [5] Id. at 77.
- [6] Id. at 78.
- [7] Id. at 80.
- [8] Id. at 81.
- [9] Id. at 82.
- [10] Id. at 84.
- [11] Id. at 85.
- [12] Id. at 86.
- [13] Id. at 67-71.
- [14] Id. at 164.
- [15] Id. at 68.
- [16] Id. at 118-119.
- [17] Id. at 120-123.
- [18] Id. at 195-196.
- [19] Id. at 124-125.
- [20] Id. at 161-163.
- [21] Id. at 171.
- [22] Id.
- [23] Id. at 173.
- [24] Id. at 212-216.
- [25] See Note 3.
- [26] Id. at 236.
- [27] CA Rollo, p.13.
- [28] A decision was promulgated on March 31, 2004 where the CA upheld the validity of the dismissal of Cagasan, Dominguez and Baluyot on the ground of redundancy. The CA thereby reversed and set aside the Resolutions of the NLRC dated September 27, 2000 and December 15, 2000. Said case became final and executory and entry of judgment was made in due course on August 8, 2004.
- [29] CA Rollo, pp. 249-250.
- [30] Id. at 233-236.
- [31] Rollo, p. 313.
- [32] G.R. No. 146125, 17 September 2003, 411 SCRA 211.
- [33] Jaro vs. Court of Appeals, G.R. No. 127536, 19 February 2002, 377 SCRA 282.
- [34] General Milling Corporation vs. NLRC, G.R. No. 153199, 17 December 2002, 394 SCRA 207.
- [35] Rollo, p. 73.
- [36] Id. at 76 and 80.
- [37] Magsalin vs. National Organization of Working Men, G.R. No. 148492, 9 May 2003, 403 SCRA 199.
- [38] Samaniego vs. NLRC, G.R. No. 93059, 3 June 1991, 198 SCRA 111.
- [39] G.R. No. 91298, 22 June 1990, 186 SCRA 724.
- [40] Id. at 730-731.
- [41] New Golden City Builders & Development Corporation vs. Court of Appeals, G.R. No. 154715, 11 December 2003, 418 SCRA 411.

[42] Rollo, p. 108.

[43] Coca Cola Bottlers Phils, Inc. vs. NLRC, G.R. No. 120466, 17 May 1999, 307 SCRA 131.

[44] CA Rollo, p. 18.

[45] Tan vs. Lagrama, G.R. No. 151228, 15 August 2002, 387 SCRA 393.

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