SUPREME COURT
FIRST DIVISION

R & E TRANSPORT, INC., and HONORIO ENRIQUEZ,
***Petitioners*,**

-versus-

G.R. No. 155214
February 13, 2004

AVELINA P. LATAG, representing her deceased husband, PEDRO M. LATAG,
***Respondents*.**
x----------x

D E C I S I O N

PANGANIBAN, *J.*:

Factual issues may be reviewed by the Court of Appeals (CA) when the findings of fact of the National Labor Relations Commission (NLRC) conflict with those of the labor arbiter. By the same token, this Court may review factual conclusions of the CA when they are contrary to those of the NLRC or of the labor arbiter.

The Case

Before us is a Petition for Review[1] under Rule 45 of the Rules of Court, seeking to nullify the June 3, 2002 Decision[2] and the August

28, 2002 Resolution[3] of the Court of Appeals in CA-GR SP No. 67998. The appellate court disposed as follows:

> "WHEREFORE, premises considered, the petition is hereby GRANTED. The assailed Order of public respondent NLRC is SET ASIDE. The March 14, 2001[4] Decision of the Labor Arbiter a quo is REINSTATED."[5]

The challenged Resolution denied petitioners' Motion for Reconsideration.

The Factual Antecedents

The antecedents of the case are narrated by the CA as follows:

> "Pedro Latag was a regular employee x x x of La Mallorca Taxi since March 1, 1961. When La Mallorca ceased from business operations, [Latag] x x x transferred to [petitioner] R & E Transport, Inc. x x x. He was receiving an average daily salary of five hundred pesos (P500.00) as a taxi driver.
>
> "[Latag] got sick in January 1995 and was forced to apply for partial disability with the SSS, which was granted. When he recovered, he reported for work in September 1998 but was no longer allowed to continue working on account of his old age.
>
> "Latag thus asked Felix Fabros, the administrative officer of [petitioners], for his retirement pay pursuant to Republic Act 7641 but he was ignored. Thus, on December 21, 1998, [Latag] filed a case for payment of his retirement pay before the NLRC.
>
> "Latag however died on April 30, 1999. Subsequently, his wife, Avelina Latag, substituted him. On January 10, 2000, the Labor Arbiter rendered a decision in favor of [Latag], the dispositive portion of which reads:
>
> > 'WHEREFORE, judgment is hereby rendered ordering x x x LA MALLORCA TAXI, R & E TRANSPORT, INC. and their owner/chief executive officer HONORIO ENRIQUEZ to jointly and severally pay MRS. AVELINA

> P. LATAG the sum of P277,500.00 by way of retirement pay for her deceased husband, PEDRO M. LATAG.
>
> 'SO ORDERED.'

"On January 21, 2000, [Respondent Avelina Latag,] with her then counsel[,] was invited to the office of [petitioners'] counsel and was offered the amount of P38,500.00[,] which she accepted. [Respondent] was also asked to sign an already prepared quitclaim and release and a joint motion to dismiss the case.

"After a day or two, [respondent] received a copy of the January 10, 2000 [D]ecision of the Labor Arbiter.

"On January 24, 2000, [petitioners] filed the quitclaim and motion to dismiss. Thereafter, on May 23, 2000, the Labor Arbiter issued an order, the relevant portion of which states:

> 'WHEREFORE, the decision stands and the Labor Arbitration Associate of this Office is directed to prepare the Writ of Execution in due course.
>
> 'SO ORDERED.'

"On January 21, 2000, [petitioners] interposed an appeal before the NLRC. On March 14, 2001, the latter handed down a [D]ecision[,] the decretal portion of which provides:

> 'WHEREFORE, in view of the foregoing, respondents' Appeal is hereby DISMISSED for failure to post a cash or surety bond, as mandated by law.
>
> 'SO ORDERED.'

"On April 10, 2001, [petitioners] filed a motion for reconsideration of the above resolution. On September 28, 2001, the NLRC came out with the assailed [D]ecision, which gave due course to the motion for reconsideration."[6] (Citations omitted)

Respondent appealed to the CA, contending that under Article 223 of the Labor Code and Section 3, Rule VI of the New Rules of Procedure of the NLRC, an employer's appeal of a decision involving monetary awards may be perfected only upon the posting of an adequate cash or surety bond.

Ruling of the Court of Appeals

The CA held that the labor arbiter's May 23, 2000 Order had referred to the earlier January 10, 2000 Decision awarding respondent P277,500 as retirement benefit.

According to the appellate court, because petitioners' appeal before the NLRC was not accompanied by an appropriate cash or surety bond, such appeal was not perfected. The CA thus ruled that the labor arbiter's January 10, 2000 Decision and May 23, 2000 Order had already become final and executory.

Hence, this Petition.[7]

Issues

Petitioners submit the following issues for our consideration:

"I

> Whether or not the Court should respect the findings of fact [of] the NLRC as against [those] of the labor arbiter.

"II

> Whether or not, in rendering judgment in favor of petitioners, the NLRC committed grave abuse of discretion.

"III

> Whether or not private respondent violated the rule on forum-shopping.

"IV

> Whether or not the appeal of petitioners from the Order of the labor arbiter to the NLRC involves [a] monetary award."[8]

In short, petitioners raise these issues: (1) whether the CA acted properly when it overturned the NLRC's factual findings; (2) whether the rule on forum shopping was violated; and (3) whether the labor arbiter's Order of May 23, 2000 involved a monetary award.

The Court's Ruling

The Petition is partly meritorious.

First Issue:

Factual Findings of the NLRC

Petitioners maintain that the CA erred in disregarding the factual findings of the NLRC and in deciding to affirm those of the labor arbiter. Allegedly, the NLRC findings were based on substantial evidence, while those of the labor arbiter were groundless. Petitioners add that the appellate court should have refrained from tackling issues of fact and, instead, limited itself to those of jurisdiction or grave abuse of discretion on the part of the NLRC.

The power of the CA to review NLRC decisions via a Rule 65 petition is now a settled issue. As early as St. Martin Funeral Homes vs. NLRC,[9] we have definitively ruled that the proper remedy to ask for the review of a decision of the NLRC is a special civil action for certiorari under Rule 65 of the Rules of Court,[10] and that such petition should be filed with the CA in strict observance of the doctrine on the hierarchy of courts.[11] Moreover, it has already been explained that under Section 9 of Batas Pambansa (BP) 129, as amended by Republic Act 7902,[12] the CA -- pursuant to the exercise of its original jurisdiction over petitions for certiorari -- was specifically given the power to pass upon the evidence, if and when necessary, to resolve factual issues.[13]

Likewise settled is the rule that when supported by substantial evidence,[14] factual findings made by quasi-judicial and administrative bodies are accorded great respect and even finality by the courts. These findings are not infallible, though; when there is a showing that they were arrived at arbitrarily or in disregard of the evidence on record, they may be examined by the courts.[15] Hence, when factual findings of the NLRC are contrary to those of the labor arbiter, the evidentiary facts may be reviewed by the appellate court.[16] Such is the situation in the present case; thus, the doors to a review are open.[17]

The very same reason that behooved the CA to review the factual findings of the NLRC impels this Court to take its own look at the findings of fact. Normally, the Supreme Court is not a trier of facts.[18] However, since the findings of fact in the present case are conflicting,[19] it waded through the records to find out if there was enough basis for the appellate court's reversal of the NLRC Decision.

Number of Creditable Years of Service for Retirement Benefits

Petitioners do not dispute the fact that the late Pedro M. Latag is entitled to retirement benefits. Rather, the bone of contention is the number of years that he should be credited with in computing those benefits. On the one hand, we have the findings of the labor arbiter,[20] which the CA affirmed. According to those findings, the 23 years of employment of Pedro with La Mallorca Taxi must be added to his 14 years with R & E Transport, Inc., for a total of 37 years. On the other, we also have the findings of the NLRC[21] that Pedro must be credited only with his service to R & E Transport, Inc., because the evidence shows that the aforementioned companies are two different entities.

After a careful and painstaking review of the evidence on record, we support the NLRC's findings. The labor arbiter's conclusion -- that Mallorca Taxi and R & E Transport, Inc., are one and the same entity -- is negated by the documentary evidence presented by petitioners. Their evidence[22] sufficiently shows the following facts: 1) R & E Transport, Inc., was established only in 1978; 2) Honorio Enriquez, its president, was not a stockholder of La Mallorca Taxi; and 3) none

of the stockholders of the latter company hold stocks in the former. In the face of such evidence, which the NLRC appreciated in its Decision, it seems that mere surmises and self-serving assertions of Respondent Avelina Latag formed the bases for the labor arbiter's conclusions as follows:

> "While [Pedro M. Latag] claims that he worked as taxi driver since March 1961 since the days of the La Mallorca Taxi, which was later renamed R & E Transport, Inc., [petitioners] limit the employment period to 14 years.
>
> "Resolving this matter, we note [respondent's] ID (Annex "A", [Latag] position paper), which appears to bear the signature of Miguel Enriquez on the front portion and the date February 27, 1961 when [x x x Latag] started with the company. We also note an SSS document (Annex 'C') which shows that the date of initial coverage of Pedro Latag, with SSS No. 03-0772155, is February 1961.
>
> "Viewed against petitioners' non-disclaimer [sic] that La Mallorca preceded R & E Taxi, Inc.; x x x that both entities were/are owned by the Enriquez family, with [petitioner] Honorio Enriquez as the latter's President[; and] x x x that La Mallorca was a different entity (page 2, [petitioners'] position paper), we are of the conclusion that [Latag's] stint with the Enriquez family dated back since February 1961 and thus, he should be entitled to retirement benefits for 37 years, as of the date of the filing of this case on December 12, 1998."[23]

Furthermore, basic is the rule that the corporate veil may be pierced only if it becomes a shield for fraud, illegality or inequity committed against a third person.[24] We have thus cautioned against the inordinate application of this doctrine. In Philippine National Bank vs. Andrada Electric & Engineering Company,[25] we said:

> "x x x Any application of the doctrine of piercing the corporate veil should be done with caution. A court should be mindful of the milieu where it is to be applied. It must be certain that the corporate fiction was misused to such an extent that injustice, fraud, or crime was committed against another, in disregard of

> its rights. The wrongdoing must be clearly and convincingly established; it cannot be presumed. Otherwise, an injustice that was never unintended may result from an erroneous application.
>
> x x x
>
> "The question of whether a corporation is a mere alter ego is one of fact. Piercing the veil of corporate fiction may be allowed only if the following elements concur: (1) control -- not mere stock control, but complete domination -- not only of finances, but of policy and business practice in respect to the transaction attacked, must have been such that the corporate entity as to this transaction had at the time no separate mind, will or existence of its own; (2) such control must have been used by the defendant to commit a fraud or a wrong to perpetuate the violation of a statutory or other positive legal duty, or a dishonest and an unjust act in contravention of plaintiff's legal right; and (3) the said control and breach of duty must have proximately caused the injury or unjust loss complained of."[26]

Respondent has not shown by competent evidence that one taxi company had stock control and complete domination over the other or vice versa. In fact, no evidence was presented to show the alleged renaming of "La Mallorca Taxi" to "R & E Transport, Inc." The seven-year gap between the time the former closed shop and the date when the latter came into being also casts doubt on any alleged intention of petitioners to commit a wrong or to violate a statutory duty. This lacuna in the evidence compels us to reverse the Decision of the CA affirming the labor arbiter's finding of fact that the basis for computing Pedro's retirement pay should be 37 years, instead of only 14 years.

Validity of the Quitclaim and Waiver

As to the Quitclaim and Waiver signed by Respondent Avelina Latag, the appellate court committed no error when it ruled that the document was invalid and could not bar her from demanding the benefits legally due her husband. This is not say that all quitclaims are invalid per se. Courts, however, are wary of schemes that frustrate

workers' rights and benefits, and look with disfavor upon quitclaims and waivers that bargain these away.

Courts have stepped in to annul questionable transactions, especially where there is clear proof that a waiver, for instance, was wangled from an unsuspecting or a gullible person; or where the agreement or settlement was "unconscionable on its face."[27] A quitclaim is ineffective in barring recovery of the full measure of a worker's rights, and the acceptance of benefits therefrom does not amount to estoppel.[28] Moreover, a quitclaim in which the consideration is "scandalously low and inequitable" cannot be an obstacle to the pursuit of a worker's legitimate claim.[29]

Undisputably, Pedro M. Latag was credited with 14 years of service with R & E Transport, Inc. Article 287 of the Labor Code, as amended by Republic Act No. 7641,[30] provides:

> "Art. 287. Retirement. - x x x
>
> "x x x
>
> "In the absence of a retirement plan or agreement providing for retirement benefits of employees in the establishment, an employee upon reaching the age of sixty (60) years or more, but not beyond sixty-five (65) years which is hereby declared the compulsory retirement age, who has served at least five (5) years in said establishment, may retire and shall be entitled to retirement pay equivalent to at least one-half (1/2) month salary for every year of service, a fraction of at least six (6) months being considered as one whole year.
>
> "Unless the parties provide for broader inclusions, the term one half-month salary shall mean fifteen (15) days plus one-twelfth (1/12) of the 13th month pay and the cash equivalent of not more than five (5) days of service incentive leaves.
>
> x x x" (Italics supplied)

The rules implementing the New Retirement Law similarly provide the above-mentioned formula for computing the one-half month

salary.[31] Since Pedro was paid according to the "boundary" system, he is not entitled to the 13th month[32] and the service incentive pay;[33] hence, his retirement pay should be computed on the sole basis of his salary.

It is accepted that taxi drivers do not receive fixed wages, but retain only those sums in excess of the "boundary" or fee they pay to the owners or operators of their vehicles.[34] Thus, the basis for computing their benefits should be the average daily income. In this case, the CA found that Pedro was earning an average of five hundred pesos (P500) per day. We thus compute his retirement pay as follows: P500 x 15 days x 14 years of service equals P105,000. Compared with this amount, the P38,850 he received, which represented just over one third of what was legally due him, was unconscionable.

Second Issue:

Was There Forum Shopping?

Also assailed are the twin appeals that two different lawyers filed for respondent before the CA. Petitioners argue that instead of accepting her explanation, the appellate court should have dismissed the appeals outright for violating the rule on forum shopping.

Forum shopping is the institution of two or more actions or proceedings grounded on the same cause, on the supposition that one or the other court would render a favorable disposition.[35] Such act is present when there is an identity of parties, rights or causes of action, and reliefs sought in two or more pending cases.[36] It is usually resorted to by a party against whom an adverse judgment or order has been issued in one forum, in an attempt to seek and possibly to get a favorable opinion in another forum, other than by an appeal or a special civil action for certiorari.[37]

We find, as the CA[38] did, that respondent has adequately explained why she had filed two appeals before the appellate court. In the August 5, 2002 Affidavit[39] that she attached as Annex "A" to her Compliance to Show Cause Order with Comment on petitioners' Motion for Reconsideration,[40] she averred that she had sought the services of another counsel to file her Petition for certiorari before the

CA. She did so after her original counsel had asked for an extension of time to file the Petition because of time constraints and a tremendous workload, only to discover later that the original counsel had filed a similar Petition.

We cannot fault respondent for her tenacity. Besides, to disallow her appeal would not be in keeping with the policy of labor laws[41] to shun highly technical procedural laws in the higher interest of justice.

Third Issue:

Monetary Award

Petitioners' contention is that the labor arbiter's January 10, 2000 Decision was supplanted by the Compromise Agreement that had preceded the former's official release[42] to, and receipt[43] by, the parties. It appears from the records that they had entered into an Amicable Settlement on January 21, 2000; that based on that settlement, respondent filed a Motion to Dismiss on January 24, 2000, before the labor arbiter who officially released on the same day his Decision dated January 10, 2000; that upon receipt of a copy thereof, respondent filed a Manifestation and Motion to Set Aside the Motion to Dismiss; and that the labor arbiter subsequently calendared the case for conference, held hearings thereon, and required the parties to exchange positions -- by way of comments, replies and rejoinders -- after which he handed down his May 23, 2000 Order.

Under the circumstances, the case was in effect reopened by the proceedings held after respondent had filed her Manifestation and Motion to Set Aside the Motion to Dismiss. This ruling is in accordance with the fourth paragraph of Section 2, Rule V of the New Rules of Procedure of the NLRC,[44] which therefore correctly held as follows:

> "x x x. Thus, the further hearings conducted thereafter, to determine the validity of complainant's manifestation and motion are but mute confirmation that indeed the 10 January 2000 decision in this case has not as yet attained finality. Finally, the appealed order of 23 May 2000 itself declaring

> [that] 'the decision stands and the Labor Arbitration Associate of this office is directed to prepare the Writ of Execution in due course,' obviously, is a conclusion that the decision in this case has been supplanted and rendered functus officio by the herein parties' acts. Thus, when the Labor Arbiter a quo found in his appealed order that the amount of P38,850.00 is 'unconscionable viewed against the amount awarded in the decision,' the same became appealable independently of the 10 January 2000 decision, which has not attained finality, in the first place."[45]

We cannot concur, however, in petitioners' other contention that the May 23, 2000 Order did not involve a monetary award. If the amicable settlement between the parties had rendered the January 10, 2000 Decision functus oficio, then it follows that the monetary award stated therein was reinstated -- by reference -- by the aforementioned Order. The appeal from the latter should perforce have followed the procedural requirements under Article 223 of the Labor Code.

As amended, this provision explicitly provides that an appeal from the labor arbiter's decision, award or order must be made within ten (10) calendar days from receipt of a copy thereof by the party intending to appeal it; and, if the judgment involves a monetary award, an appeal by the employer may be perfected only upon the posting of a cash or surety bond. Such cash or bond must have been issued by a reputable bonding company duly accredited by the NLRC in the amount equivalent to the monetary award stated in the judgment. Sections 1, 3 and 6 of Rule VI of the New Rules of Procedure of the NLRC implement this Article.

Indeed, this Court has repeatedly ruled that the perfection of an appeal in the manner and within the period prescribed by law is not only mandatory but jurisdictional, and the failure to perfect an appeal has the effect of rendering the judgment final and executory.[46] Nonetheless, procedural lapses may be disregarded because of fundamental considerations of substantial justice;[47] or because of the special circumstances of the case combined with its legal merits or the amount and the issue involved.[48]

The requirement to post a bond to perfect an appeal has also been relaxed in cases when the amount of the award has not been included in the decision of the labor arbiter.[49] Besides, substantial justice will be better served in the present case by allowing petitioners' appeal to be threshed out on the merits,[50] especially because of serious errors in the factual conclusions of the labor arbiter as to the award of retirement benefits.

WHEREFORE, this Petition is partly **GRANTED**. The Decision of the Court of Appeals is **MODIFIED** by crediting Pedro M. Latag with 14 years of service. Consequently, he is entitled to retirement pay, which is hereby computed at P105,000 less the P38,850 which has already been received by respondent, plus six (6) percent interest thereon from December 21, 1998 until its full payment. No costs.

SO ORDERED.

Davide, Jr., *C.J., (Chairman)*, Ynares-Santiago, Carpio, and Azcuna, *JJ.*, concur.

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[1] Rollo, pp. 8-33.
[2] Id., pp. 36-44. Penned by Justice Eliezer R. de los Santos, with the concurrence of acting Presiding Justice Cancio C. Garcia and Justice Marina L. Buzon.
[3] Rollo, p. 46.
[4] This date should be January 10, 2000.
[5] CA Decision, p. 8; rollo, p. 43.
[6] Id., pp. 2-4 & 37-39.
[7] The Petition was deemed submitted for decision on May 27, 2003, upon the Court's receipt of private respondent's Memorandum signed by Atty. Ernesto R. Arellano. Petitioners' Memorandum, which was signed by Atty. Roberto T. Neri, was received by the Court on May 26, 2003.
[8] Petitioners' Memorandum, p. 4; rollo, p. 193. Original in upper case.
[9] 356 Phil. 811, September 16, 1998.
[10] Id., p. 823.
[11] Id., p. 824.
[12] "An Act Expanding the Jurisdiction of the Court of Appeals, amending for the purpose Section Nine of Batas Pambansa Blg. 129, as amended, known as the Judiciary Reorganization Act of 1980." Effective March 18, 1995.
[13] Tanjuan vs. PPSBI, GR No. 155278, September 16, 2003, pp. 13-14.
[14] Pabu-aya vs. Court of Appeals, 356 SCRA 651, 657, April 18, 2001; Philtranco Service Enterprises, Inc. vs. NLRC, 351 Phil. 827, 835, April 1,

1998; Philippine Airlines, Inc. vs. NLRC, 344 Phil. 860, 873, September 25, 1997.

[15] Columbus Philippines Bus Corp. vs. NLRC, 417 Phil. 81, 99, September 7, 2001; Zarate Jr. vs. Hon. Olegario, 331 Phil. 278, 288-289, October 7, 1996.

[16] Gonzales vs. NLRC, 355 SCRA 195, 204, March 26, 2001; Aklan Electric Cooperative Incorporated vs. NLRC, 380 Phil. 225, 237, January 25, 2000; San Jose vs. NLRC, 355 Phil. 759, August 17, 1998; Manila Electric Company vs. NLRC, 331 Phil. 838, 846, October 24, 1996.

[17] Asuncion vs. NLRC, 414 Phil. 329, 336, July 31, 2001.

[18] Dico Jr. vs. Court of Appeals, 365 Phil. 184, 193, April 14, 1999.

[19] The instances in which factual issues may be resolved by this Court are as follows: (1) the conclusion is a finding grounded entirely on speculation, surmise and conjecture; (2) the inference made is manifestly mistaken; (3) there is grave abuse of discretion; (4) the judgment is based on a misapprehension of facts; (5) the findings of fact are conflicting; (6) the Court of Appeals goes beyond the issues of the case, and its findings are contrary to the admissions of both appellant and appellees; (7) the findings of fact of the Court of Appeals are contrary to those of the trial court; (8) said findings of fact are conclusions without citation of specific evidence on which they are based; (9) the facts set forth in the petition as well as in the petitioner's main and reply briefs are not disputed by the respondent; and (10) the findings of fact of the Court of Appeals are premised on the supposed absence of evidence and contradicted by the evidence on record. (Sarmiento vs. Court of Appeals, 353 Phil. 834, 846, July 2, 1998)

[20] Decision of Labor Arbiter Ernesto S. Dinopol dated January 10, 2000, p. 3; rollo, p.53.

[21] NLRC Decision dated September 28, 2001, pp. 7-8; rollo, pp. 121-122.

[22] See the Articles of Incorporation of La Mallorca Taxi and R & E Transport, Inc., which was appended to the Petition for Review on Certiorari as Annexes "N-1" and "N-2"; rollo, pp. 63-83.

[23] Labor Arbiter's Decision dated January 10, 2000, pp. 3-4; rollo, p. 52-53.

[24] Philippine National Bank & National Sugar Development Corporation vs. Andrada Electric & Engineering Company, 381 SCRA 244, 254, April 17, 2002; Francisco Motors Corporation vs. CA, 368 Phil. 374, 384, June 25, 1999; San Juan Structural and Steel Fabricators, Inc. vs. CA, 357 Phil. 631, 648-649, September 29, 1998.

[25] Supra.

[26] Id., pp. 254-255, per Panganiban, J.

[27] Periquet vs. NLRC, 186 SCRA 724, 731, June 22, 1990, per Cruz, J.

[28] Galicia vs. NLRC, 342 Phil. 342, 348, July 28, 1997.

[29] Principe vs. Philippine Singapore Transport Services, Inc., 176 SCRA 514, 521, August 16, 1989, per Gancayco, J.

[30] Effective July 7, 1993.

[31] Section 5, Rule II of the Rules Implementing RA 7641 or the New Retirement Law.

[32] Section 3 of the Rules and Regulations Implementing Presidential Decree (PD) 851 reads:

"Section 3. Employers Covered. - The Decree shall apply to all employers except to:

x x x

(d) Employers of those who are paid on purely commission, boundary, or task basis, and those who are paid a fixed amount for performing specific work, irrespective of the time consumed in the performance thereof, except where the workers are paid on piece-rate basis in which case the employer shall be covered by this issuance insofar as such workers are concerned.

x x x"

[33] Section 1 of Rule V, Book III of the Omnibus Rules Implementing the Labor Code provides:

"Section 1. Coverage. - This rule shall apply to all employees except:

x x x

(d) Field personnel and other employees whose performance is unsupervised by the employer including those who are engaged on task or contract basis, purely commission basis, or those who are paid a fixed amount for performing work irrespective of the time consumed in the performance.

x x x"

[34] Jardin vs. NLRC, 383 Phil. 187, 196, February 23, 2000; Martinez vs. NLRC, 339 Phil. 176, 182, May 29, 1997; National Labor Union vs. Dinglasan, 98 Phil. 649, 652, March 3, 1956.

[35] Government Service Insurance System vs. Bengson Commercial Buildings, Inc., 375 SCRA 431, 440, January 31, 2002; Gatmaytan vs. CA, 335 Phil. 155, 167, February 3, 1997.

[36] International School, Inc. (Manila) vs. CA, 368 Phil. 791, 798, June 29, 1999.

[37] Cabarrus Jr. vs. Bernas, 344 Phil. 802, 808, September 24, 1997.

[38] CA Resolution dated August 28, 2002; rollo, p. 46.

[39] Id., pp. 128-133 & 267-272.

[40] Rollo, pp. 267-275.

[41] See Article 221 of the Labor Code; and Section 9 of Rule V and Section 10 of Rule VII of the New Rules of Procedure of the NLRC.

[42] The January 10, 2000 Decision was officially released to the parties on January 24, 2000.

[43] Petitioners received a copy of the Decision on January 27, 2000, while respondent received her copy on January 28, 2000.

[44] The pertinent portion of Sec. 2, Rule V, The New Rules of the NLRC, provides:

"Section 1. Mandatory Conciliation/Mediation Conference. - x x x

x x x

"A compromise agreement entered into by the parties not in the presence of the Labor Arbiter before whom the case is pending shall be approved by him if, after confronting the parties, particularly the complainants, he is satisfied that they understand the terms and conditions of the settlement and that it was entered into freely and voluntarily by them and the agreement is not contrary to law, morals, and public policy.

"A compromise agreement duly entered in accordance with this Section shall be final and binding upon the parties and the Order approving it shall have the effect of a judgment rendered by the Labor Arbiter.

x x x"

[45] NLRC Decision dated September 28, 2001, pp. 6-7; rollo, pp. 120-121.
[46] Philippine Airlines vs. NLRC, 331 Phil. 937, 961, October 28, 1996.
[47] Kathy-O Enterprises vs. NLRC, 350 Phil. 380, 391, March 2, 1998; Aurora Land Projects Corp. vs. NLRC, 334 Phil. 44, 59, January 2, 1997.
[48] Philippine Airlines, Inc. vs. NLRC, supra.
[49] Taberrah vs. NLRC, 342 Phil. 394, 402-403,July 29, 1997; National Federation of Labor Unions vs. Ladrido III, 196 SCRA 833, 844, May 8, 1991.
[50] Manila Mandarin Employees Union vs. NLRC, 332 Phil. 354, 364, November 19, 1996; Oriental Mindoro Electric Cooperative, Inc. vs. NLRC, 316 Phil. 959, 968, July 31, 1995.