

THIRD DIVISION

[G.R. No. 193451, January 28, 2015]

**ANTONIO M. MAGTALAS, PETITIONER, VS. ISIDORO A. ANTE,
RAUL C. ADDATU, NICANOR B. PADILLA, JR., DANTE Y. CEÑIDO,
AND RHAMIR C. DALIOAN, RESPONDENTS.**

DECISION

VILLARAMA, JR., J.:

At bar is a petition^[1] for review on certiorari of the Decision^[2] dated June 22, 2010 and the Resolution^[3] dated August 11, 2010 of the Court of Appeals (CA) in the consolidated petitions docketed as CA-G.R. SP No. 107029 and CA-G.R. SP No. 107316, which affirmed the assailed Resolutions^[4] of the National Labor Relations Commission (NLRC). The NLRC Resolutions dismissed the appeal filed by petitioner Antonio M. Magtalas (Magtalas) and Philippine School of Business Administration (PSBA), et al. in NLRC NCR Case No. 00-04-03133-06 for failure to perfect such appeal under Sections 4 and 6 of the NLRC Rules of Procedure.

Petitioner Magtalas is the Certified Public Accountant (CPA) Review Director of the CPA Review Center of the Philippine School of Business Administration-Manila (PSBA-Manila). He was impleaded in this case in his official capacity.^[5]

PSBA is a corporation duly organized and existing under Philippine laws. It is engaged in business as an educational institution and offers review classes to candidates for the CPA Licensure Examinations.^[6]

Respondents Isidoro A. Ante, Raul C. Addatu, Nicanor B. Padilla, Jr., Dante Y. Ceñido and Rhamir C. Dalioan were engaged by PSBA-Manila as professional reviewers at its CPA Review Center and were paid on an hourly basis. However, for the school year 2005-2006, they were not given any review load.^[7] Respondents then sent a letter to the President of PSBA-Manila, Jose F. Peralta (Peralta), requesting for the payment of termination or retirement benefits for failure of PSBA-Manila to give them review load for the said school year. Petitioner and Peralta sent respondents individual replies stating that they were not entitled to retirement or termination benefits because they do not have an employer-employee relationship, but a professional-client relationship.^[8]

Consequently, respondents filed a complaint for constructive illegal dismissal, non-payment of overtime pay, holiday pay, premium for holiday pay, vacation and sick leave pay, 13th month pay, separation pay and retirement benefits, as well as for moral, exemplary, actual, nominal and temperate damages and attorney's fees^[9] against PSBA-Manila, Peralta and herein petitioner with the Labor Arbitration Branch of the NLRC.

In a Decision^[10] dated October 9, 2007, Labor Arbiter Fe Superiaso-Cellan found petitioner, PSBA-Manila and the other persons named in the complaint liable for illegal dismissal. Finding that respondents are regular employees of PSBA-Manila, the Labor Arbiter ordered PSBA-Manila, Peralta and petitioner to pay respondents back wages, separation pay and other benefits and damages.

In a Memorandum on Appeal^[11] dated November 9, 2007, petitioner Magtalas alone filed with the NLRC a **separate** appeal with a simultaneous Motion to Reduce Bond.^[12] Petitioner deposited only P100,000.00 as cash bond, with motion to reduce bond due to his incapacity of posting either a cash bond equivalent to the monetary award to respondents amounting to around P10,250,000.00 or the P600,000.00 premium of a surety bond for such amount.

PSBA-Manila and Peralta, on the other hand, separately posted a cash bond of P50,000.00 with Motion to Reduce Bond.

In the assailed Resolution dated June 25, 2008, the NLRC jointly resolved and dismissed the separate appeals of petitioner Magtalas on one hand, and PSBA-Manila and Peralta on the other, on the ground of non-perfection. It held that the cash bonds posted by the separate appeals of petitioner, as well as PSBA-Manila and Peralta, were not reasonable amounts, and did not interrupt the running of the period to perfect an appeal. The NLRC ruled, viz.:

WHEREFORE, premises considered, the appeals are DISMISSED for non-perfection. The assailed decision dated October 09, 2007 is hereby AFFIRMED and rendered FINAL and EXECUTORY. The motions to reduce bond are DENIED for lack of merit.

SO ORDERED.^[13]

Petitioner moved for reconsideration,^[14] but the motion was denied in a Resolution dated November 25, 2008 for lack of merit, viz.:

WHEREFORE, in light of the foregoing, the Motion for Reconsideration is hereby **DENIED** for lack of merit. No further Motions shall be entertained.

SO ORDERED.^[15]

Petitioner then filed a Petition for Certiorari^[16] – separately from PSBA-Manila and Peralta – with the CA. The petition filed by Magtalas was docketed as CA-G.R. SP No. 107316, while PSBA-Manila and Peralta’s petition was docketed as CA-G.R. SP No. 107029. Herein respondents subsequently moved to consolidate the petitions. The appellate court granted the motion.

In the assailed Decision promulgated on June 22, 2010, the CA affirmed the ruling of the NLRC and dismissed the consolidated petitions, viz.:

WHEREFORE, finding no grave abuse of discretion amounting to lack or excess of jurisdiction on the part of public respondent National Labor Relations Commission, Sixth Division, the assailed Resolutions dated June 25, 2008 and November 25, 2008 issued in NLRC LAC No. 12-003259-07,

which dismissed the appeal filed by petitioners in NLRC NCR Case No. 00-04-03133-06 for failure to perfect the same pursuant to Sections 4 and 6 of the NLRC Rules of Procedure, are hereby **AFFIRMED**. The consolidated petitions for certiorari docketed as CA-G.R. SP No. 107029 and CA-G.R. SP No. 107316 are hereby **DISMISSED**.

SO ORDERED.^[17]

Petitioner Magtalas sought reconsideration in a motion^[18] dated July 15, 2010, but the motion was denied by the appellate court in its Resolution dated August 11, 2010, *viz.*:

WHEREFORE, the instant Motions for Reconsideration are **DENIED** for lack of merit.

SO ORDERED.^[19]

Petitioner Magtalas seeks recourse to this Court via the instant petition for review filed on October 8, 2010 and assigned this docket number. The instant petition assails the dismissal of his appeal by the NLRC due to his failure to post a sufficient bond. Petitioner also reiterates his argument that he is not covered by the rule of the NLRC on appeal bonds because he was not the employer of respondents. He also questions the findings of the NLRC that respondents were regular employees of PSBA-Manila and that they were illegally dismissed.

PSBA-Manila and Peralta, for their part, separately filed an appeal from the same CA decision with this Court. The petitions were docketed as G.R. Nos. 193438 and 194184 which were raffled off to the Second Division. The instant petition, however, was not consolidated with these two cases under the Second Division.

During the pendency of the three petitions, a Release, Waiver, and Quitclaim^[20] was executed before Labor Arbiter Cellan under docket numbers NLRC LAC No. 12-003259-07 and RAB CASE No. 00-04-03133-06. It was dated and stamp received by the Office of the Labor Arbiter, NLRC-NCR on March 23, 2011. The Release, Waiver, and Quitclaim states, *viz.*:

We, complainants **Isidoro A. Ante, Raul C. Addatu, Nicanor B. Padilla, Jr., Dante Y. Ceñido, and Rhamir C. Dalioan**, after having been duly sworn in accordance with law, hereby depose, state and declare that the judgment award in the above-entitled case is fully satisfied for and in consideration of the negotiated amount of **NINE MILLION PHILIPPINE PESOS (PHP 9,000,000.00)**, receipt in full of which, We hereby acknowledge from Philippine School of Business Administration.

The aforestated negotiated amount is broken down as follows:

Dante Y. Ceñido	PHP 2,395,886.00
Nicanor B. Padilla, Jr.	2,345,845.00

Raul C. Addatu Isidoro A. Ante Rhamir C. Dalioan	1,768,509.00
TOTAL	1,192[,]942.00
AMOUNT	<u>1,296,818.00</u>
TOTAL	<u>PHP</u>
AMOUNT	<u>9,000,000.00</u>

We declare that above-mentioned negotiated amount represents full and final settlement of all Our claims for remuneration, wages and/or benefits of whatever nature from the said Respondents including those treated in the above-captioned case.

We further declare that We have no other claims, whatsoever, against the Respondents and hereby release and forever discharge said Respondents from any and all claims, demands, causes of action and/or liability of whatever nature arising out of our adjudged employment with them. No further claim, suit or proceeding of whatever nature may be filed in court or agency of the government against the herein Respondents or any person acting in their interest.

Acknowledging that the negotiated amount that We have received was paid pursuant to a judgment award, we undertake to comply with any tax obligation that might be due thereon, should there be any.

IN WITNESS WHEREOF, We, the recipients of the aforementioned negotiated amounts, have hereunto set Our hands on the Release, Waiver and Quitclaim this 23rd day of March, 2011, in Quezon City, Philippines, as follows:

<u>Names and Signatures of Recipients</u>	<u>Valid I.D. No.</u>	<u>Date Issued</u>	<u>Place Issued</u>
Dante Y. Ceñido	SGD. 1957662	9-5-09	Q.C.
Nicano[r] B. Padilla, Jr.	SGD. _____	_____	_____
Raul C. Addatu	SGD. 97598	11-27-08	Q.C.
Isidoro A. Ante	SGD. _____	_____	_____
Rhamir C. Dalioan	SGD. _____	_____	_____

SUBS[C]RIBED AND SWORN to before me on the 23rd day of March, 2011 at Quezon City, Metro – Manila (*sic*), Philippines, and the above enumerated Affiants exhibiting to me their valid I.Ds. with the respective dates and places of issues.