

THIRD DIVISION

[G.R. No. 188233, June 29, 2010]

**QUERUBIN L. ALBA AND RIZALINDA D. DE GUZMAN,
PETITIONERS, VS. ROBERT L. YUPANGCO, RESPONDENT.**

DECISION

CARPIO MORALES, J.:

Querubin L. Alba and Rizalinda D. De Guzman (petitioners) filed separate complaints for illegal dismissal and payment of retirement benefits against Y.L. Land Corporation and Ultra Motors Corporation, respectively. Robert L. Yupangco (respondent) was impleaded in his capacity as President of both corporations. The complaints were consolidated before Labor Arbiter Patricio L. Libo-on.

By Decision of October 25, 1999, the Labor Arbiter rendered judgment in favor of petitioners, disposing as follows:

WHEREFORE, premises considered, judgment is hereby rendered **ordering the respondents** as follows:

QUERUBIN L. ALBA

1. To immediately reinstate complainant to his former position with full backwages computed in the amount of Three Hundred Eighty Thousand (P380,000.00) Pesos [from March 25, 1999 up to the date of this decision];
2. And if complainant opts not to be reinstated, in which case, in lieu of reinstatement respondent [sic] is ordered to pay complainant separation pay equivalent to one-half (1/2) month salary for every year of service;
3. To pay complainant his earned commission in the amount of Five Hundred Thousand (P500,000.00) Pesos.

RIZALINDA D. DE GUZMAN

1. To pay her retirement pay equivalent to seventy-five (75%) percent of her basic monthly salary, or in the amount of Six Hundred Thousand (P600,000.00) Pesos;

2. Pay her unpaid commission of Four Hundred Forty Eight Thousand Six Hundred Eighty One and 52/100 (P448,681.52) Pesos; and
3. Pay the balance of her unused vacation and sick leave benefits in the amount of Eighty One Thousand Eight Hundred Forty Two and 33/100 (P81,842.33) [P50,000.00/26 days = P1,923.9769 x 155.5 = P299,038.45 - P217,196.12 = P81,842.33]

All other claims are denied for lack of merit.

SO ORDERED.^[1] (emphasis and underscoring in the original)

For failure to put up a *supersedeas* bond, the National Labor Relations Commission (NLRC) denied respondent's appeal, by Resolution of December 29, 1999. Entry of judgment was thereafter recorded on August 10, 2000 certifying that the Resolution had become final and executory on June 24, 2000.

On September 27, 2000, upon petitioners' motion, the Labor Arbiter issued a Writ of Execution. The writ was returned unsatisfied, however, prompting petitioners to file a motion for the issuance of an alias writ.

No opposition having been filed, the Labor Arbiter issued an alias writ of execution on September 11, 2001 which was implemented by NLRC Sheriff Stephen B. Andres by distraining respondent's club share (Certificate No. 1931) at the Manila Golf and Country Club, Inc.

On December 14, 2001, one Regina Victoria de Ocampo filed an Affidavit of Third Party Claim which was, by Order dated February 23, 2006, dismissed with prejudice.

The Labor Arbiter subsequently issued a 2nd alias writ of execution on May 15, 2006. Respondent, by motion, challenged the impending sale of his club share, arguing, *inter alia*, that he should not be held *solidarily* liable with his co-respondent corporations for the judgment obligation. One Alejandro B. Hontiveros also filed a third party claim. The Labor Arbiter denied respondent's motion and Hontiveros' claim by Order of February 22, 2007.

Petitioners thereafter filed a motion for the issuance of a 3rd alias writ of execution which was granted by Order of June 5, 2007. This time, respondent moved for the quashal of said alias writ, alleging that it was issued beyond the five-year prescriptive period under the NLRC Rules of Procedure. And he again questioned the enforcement of the judgment obligation on his personal property, inviting attention to the dispositive portion of the final and executory decision of the Labor Arbiter which did not state his liability as joint and solidary with the corporate obligors.

Respondent nevertheless deposited Bank of Philippine Islands Manager's Check No. 0918 in the amount of P730,235.13 representing his liability equivalent to one-third of the monetary obligation.

By Order of September 5, 2007, the Labor Arbiter denied respondent's motion to quash the 3rd alias writ. Brushing aside respondent's contention that his liability is