

SIXTH DIVISION

[CA-G.R. SP NO. 128652, November 12, 2014]

ULDARICO NOTA, PETITIONER, VS. NATIONAL LABOR RELATIONS COMMISSION, COCA-COLA BOTTLERS PHILS. INC., / AND ROMAC SERVICES AND TRADING COMPANY, RESPONDENTS.

JUDGMENT BASED ON COMPROMISE AGREEMENT

BALTAZAR-PADILLA, J.:

On May 14, 2014, a Resolution was issued as follows:

"The Report of the Philippine Mediation Center-Court of Appeals Unit that the parties have settled their case amicably with attached Joint Motion to Dismiss, Compromise Agreement and Release Waiver and Quitclaim is noted.

Before acting on the PMC-CA Unit Report of a successful settlement between petitioner and Coca-Cola Bottlers Inc. and the Joint Motion to Dismiss, petitioner is directed to inform this Court how he intends to proceed with the petition against Romac Services and Trading Company within five (5) days from notice."^[1]

In compliance with the aforesaid directive, petitioner filed a Motion to Admit Compliance whereby he manifested that he is no longer interested in pursuing the extant petition against the other respondent, Romac Services and Trading Company.

The Compromise Agreement entered into between petitioner Uldarico A. Nota and respondent Coca-Cola Bottlers Phil., Inc. provides:

WITNESSETH

"COMPROMISE AGREEMENT

This Compromise Agreement is made and entered into by and between:

ULDARICO A. NOTA (hereafter, the "Petitioner")

- and -

COCA-COLA BOTTLERS PHILIPPINES, INC., a domestic corporation and represented by its duly authorized attorney-in-fact, MS. EVANGELINE T. BARGO, (hereafter, the "Company")

WITNESSETH: That

WHEREAS, petitioner filed a complaint for illegal dismissal against the

Company entitled "Roderick De Guzman and Uldarico Nota v. Coca-Cola Bottlers Philippines, Inc. and Jess Bangsil" and docketed as NLRC Case No. 01-01645-11 (hereafter, the "NLRC CASE");

WHEREAS, on 28 September 2011, Labor Arbiter Fe Cellan rendered a Decision dismissing the complaint for illegal dismissal for lack of merit;

WHEREAS, petitioner subsequently appealed the 28 September 2011 Decision with the National Labor Relations Commission;

WHEREAS, on 14 August 2012, the NLRC affirmed the 28 September 2011 Decision of Labor Arbiter Cellan. Petitioner moved for a reconsideration of the 14 August 2012 Decision of the NLRC but it was likewise denied in a Resolution dated 21 November 2012;

WHEREAS, Petitioner filed a Petition for Certiorari with the Court of Appeals entitled "Uldarico Nota v. National Labor Relations Commission, Coca-Cola Bottlers Philippines, Inc., and Romac Services and Trading Company" and docketed as C.A. G.R. SP No. 128652 ("CA Case") to assail the 14 August 2012 Decision and 21 November 2012 Resolution of the NLRC;

WHEREAS, in a Resolution dated 8 October 2013, the Court of Appeals referred the CA Case to the Philippine Mediation Center-Court of Appeals Unit for possible amicable settlement;

WHEREAS, during the mediation proceedings before the Philippine Mediation Center-Court of Appeals Unit, petitioner and the Company, with the assistance of their chosen mediator have agreed to amicably, fully and finally settle their differences and to dismiss the CA Case/NLRC Case under the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants set forth herein below, the parties hereby agree as follows:

1. Without admitting any liability, and if only to buy peace, the Company has agreed to pay petitioner, and the latter acknowledges receipt from the Company, of the amount of TWO HUNDRED THOUSAND PESOS (Php200,000.00) as and by way of financial assistance and as full and complete settlement/satisfaction of all his respective claims, compensation and benefits due him under the law, established practices and Company policies in connection with: (a) the NLRC Case and the CA Case; (b) his employment with any of the third-party service providers which may have entered into contracting arrangements with the Company, including Romac Services and Trading Company ("Romac"); (c) his assignment to the Company by any of the aforesaid service providers; and (d) the termination of his assignment to the Company by any of the third-party service providers.

2. Petitioner hereby expressly confirms: (a) his employment with Romac; (b) the validity of his assignment to the Company his employment with