Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

PEAK VENTURES CORPORATION, **G.R. No. 190509**
Petitioner,

- *versus* -

SECRETARY OF LABOR AND EMPLOYMENT, CLUB FILIPINO, INC., ROGELIO M. FERNANDEZ, GERARDO PLANTIG, GUILLERMO BANAGA and RODOLFO REYES,
Respondents.

x - x

CLUB FILIPINO, INC., **G.R. No. 196143**
Petitioner,

- *versus* –

PEAK VENTURES CORPORATION, ROGELIO M. FERNANDEZ, GERARDO PLANTIG, GUILLERMO BANAGA and RODOLFO REYES,
Respondents.

x - x

CLUB FILIPINO, INC., **G.R. No. 201041**
Petitioner,

- *versus* –

PEAK VENTURES CORPORATION, ROGELIO M. FERNANDEZ,

Present:

LEONEN, *J., Chairperson,*
INTING,*
LOPEZ, J., and

* Designated additional member in lieu of Associate Justice Amy C. Lazaro-Javier, per Raffle dated August 22, 2019.

GERARDO PLANTIG, GUILLERMO BANAGA and RODOLFO REYES,
Respondents.

MARQUEZ,** KHO, JR., *JJ.*:

Promulgated:

JUL 20 2022

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DECISION

LOPEZ, J., *J.*:

This Court resolves the three consolidated Petitions for Review on *Certiorari*[1] under Rule 45 of the Rules of Court, which emanated from a complaint filed by a group of security guards imploring the visitorial and enforcement powers of the Department of Labor and Employment (*DOLE*).

In **G.R. No. 190509**, Peak Ventures Corporation (*PVC*) assails the Decision[2] dated April 30, 2009 and the Resolution[3] dated December 3, 2009 of the Court of Appeals (*CA*) in CA-G.R. SP No. 100291, which reinstated the Order[4] dated February 15, 2005 of the DOLE finding it principally liable to pay the monetary awards in favor of the security guards and ordering the latter to proceed against its surety bond.

In **G.R. No. 196143,** Club Filipino, Inc. (*CFI*) assails the Decision[5] dated June 28, 2010 and the Resolution[6] dated March 3, 2011 of the CA in CA-G.R. SP No. 104756, which affirmed the June 15, 2007 Order[7] of the DOLE finding PVC and CFI solidarily liable for the monetary awards.

In **G.R. No. 201041,** CFI assails the Decision[8] dated March 12, 2012 of the CA in CA-G.R. SP No. 112229, which affirmed the DOLE's Order[9]

** Designated additional member in lieu of Associate Justice Mario V. Lopez, per Raffle dated July 6, 2022.

1 *Rollo* (G.R. No. 190509), pp. 65-105; *Rollo* (G.R. No. 196143), pp. 3-24; *Rollo* (G.R. No. 201041), pp. 3-30.

2 Penned by Associate Justice Amelita G. Tolentino, with Associate Justices Sesinado E. Villon and Normandie B. Pizarro concurring; *rollo* (G.R. No. 190509), pp. 112-126.

3 *Id.* at 126-128.

4 *Rollo* (G.R. No. 196143), pp. 62-70.

5 Penned by Associate Justice Mario Lopez (now a member of this Court), with Associate Justices Magdangal De Leon and Amy C. Lazaro-Javier (now a member of this Court) concurring; *rollo* (G.R. No. 196143), pp. 27-35.

6 *Id.* at 37-39.

7 *Id.* at 72-73.

8 Penned by Associate Justice Juan Q. Enriquez, Jr., with Associate Justices Apolinario D. Bruselas, Jr. and Manuel M. Barrios concurring; *rollo* (G.R. No. 201041), pp. 31-37.

9 *Id.* at 67-68.

dated December 1, 2009 denying CFI's Motion to Lift the Garnishment that was issued against CFI's bank accounts.

Respondent security guards, Rogelio M. Fernandez, Gerardo Plantig, Guillermo Banaga and Rodolfo Reyes (*Fernandez et al.*), were engaged to provide security service to CFI under a security service agreement with PVC. On March 31, 2003, they filed a Complaint[10] against CFI before the DOLE-National Capital Region for underpayment of wages based on the prevailing wage order, and for non-payment of legal and special holiday pay, premium pay on rest days, 13th month pay, and emergency cost of living allowance. The complaint neither contained an allegation of illegal dismissal nor prayed for reinstatement.[11]

Subsequently, the Regional Director (*RD*) set out to inspect PVC's premises, but having been denied access to employment records, interviewed the employees instead and found violations of the prevailing wage order.[12] Based on the Interview Sheet[13] made of record, it appears that Fernandez *et al.* were each paid ₱198.00 per 8-hour working day or ₱5,940.00/month as salary.[14] Then, in an Order dated August 20, 2003, the RD directed PVC as well as CFI to pay Fernandez *et al.* the corresponding wage and benefits differentials.[15] CFI and PVC filed their respective motions for reconsideration, which the RD dismissed in a Resolution[16] dated July 29, 2004.

From there, the case took a two-pronged course. CFI, upon posting a *supersedeas* bond, filed a petition assailing the RD's jurisdiction before the National Labor Relations Commission (*NLRC*) on the ground that the amount of the claims was cognizable instead by the Labor Arbiter. The petition was dismissed by the NLRC which upheld the jurisdiction of the RD over the case.

PVC, on the other hand, appealed to the Secretary of Labor likewise upon filing of its *supersedeas* bond. On February 15, 2005, the Secretary of Labor issued an Order[17] dismissing PVC's appeal and directing the liability to be satisfied out of its *supersedeas* bond.[18] It held that CFI could not be held liable because it has not been subjected to the same inspection as with PVC that gave rise to the case. Acting on the motion for partial reconsideration filed by PVC, the Secretary of Labor issued an Order[19] on June 15, 2007

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10 *Rollo* (G.R. No. 196143), p. 75.

11 *Rollo* (G.R. No. 190509), p. 273.

12 Wage Order NCR 09, found on https://nwpc.dole.gov.ph/wp-content/uploads/2019/02/reg-ncr-wo-9.pdf, last visited on March 27, 2022.The findings were written in a Notice of Inspection Results.

13 *Rollo* (G.R. No. 190509), p. 269.

14 Affidavit; *id.* at 270-272.

15 Amounting to ₱504,315.15; *id.* at 218.

16 Signed by Acting Regional Director Ciriaco A. Lagunzad III; *id.* at 212-213.

17 Signed by Acting Secretary Manuel G. Imson; *rollo* (G.R. No. 196143), pp. 62-70.

18 This, after deducting the earlier settlement and release made in favor of complainants Negrillo and Toco; *id.* at 70.

19 *Id.* at 72-73.

declaring PVC and CFI solidarily liable to Fernandez *et al.* CFI filed a Motion for Reconsideration, which the Secretary of Labor denied in a Resolution[20] dated May 6, 2008.

PVC, for its part, insisted on its non-liability and elevated the matter on *certiorari* to the CA which was docketed as CA-G.R. SP No. 100291. Pending resolution of the petition, the Secretary of Labor, on April 27, 2009, issued a Notice of Garnishment[21] against CFI's bank account. On April 30, 2009, the CA dismissed the petition for lack of merit and reinstated the Secretary of Labor's decision absolving CFI from liability and holding PVC's bond to be solely liable for the satisfaction of the judgment obligation.[22] As such, CFI filed a Motion to Lift Garnishment on the ground of improvidence in view of the subsistence of the bond it earlier posted. Here, CFI also manifested to the Secretary of Labor that per the April 30, 2009 Decision of the CA, PVC was the only party liable to satisfy the labor claims of Fernandez *et al.* Despite these, the Secretary of Labor declined to lift the writ of garnishment in an Order[23] dated December 1, 2009.

Meanwhile, on March 20, 2009, at the instance of Fernandez *et al.*, the RD issued a Writ of Execution[24] relative to its earlier directive for both PVC and CFI to pay the subject labor claims.

CFI, for its part, likewise elevated the Resolution of the Secretary of Labor dated May 6, 2008 *via* a petition for *certiorari* with the CA imputing grave abuse of discretion to the Secretary of Labor in holding it liable to pay the labor claims despite proof that it had earlier remitted to PVC the amounts necessary to pay Fernandez *et al.* the legally mandated wages and benefits. The case was docketed as CA-G.R. SP No. 104756 which, in its Decision dated June 28, 2010, the CA dismissed in this wise –

> In this case, [PVC] had already filed an appeal bond; thus, the interests of the complainants are already adequately protected and there is no need to continue holding [CFI] solidarily liable with [PVC.] The [Secretary of Labor] may have erred on the side of caution when it reversed its ruling that [PVC's] appeal bond will answer for the judgment award in favor of the complainants and held that the judgment award may be collected from [PVC] and [CFI]. But such error will not affect the outcome of the case. In solidary obligations, the creditor may proceed against **any** one of the solidary debtors or some or all of them simultaneously. Under Article 1217 of the Civil Code, the solidary debtor who made the payment

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20 Signed by Undersecretary Lourdes M. Transmonte; *rollo* (G.R. No. 201041), pp. 133-137.

21 *Rollo* (G.R. No. 201041), p. 144.

22 *Rollo* (G.R. No. 190509), pp. 112-126. The Court of Appeals ruled:
WHEREFORE, premises considered, the instant petition is **DISMISSED** for lack of merit.
SO ORDERED.

23 *Rollo* (G.R. No. 201041), pp. 67-68.

24 *Id.* at 141-143.

> has the right of reimbursement from his co-debtor. Thus, even if the judgment amount will be collected against [CFI], it may demand reimbursement from [PVC] and collect against [PVC's] bond.
>
> Grave abuse of discretion is defined as such capricious or whimsical exercise of judgment equivalent to lack of jurisdiction. x x x The error committed by the [Secretary of Labor] is not of the grave kind.
>
> **ACCORDINGLY,** the Petition is **DISMISSED**.
>
> **SO ORDERED.**[25]

On a related matter, as the CFI's Motion to Lift Garnishment with the Secretary of Labor was denied, it filed another petition for *certiorari* with the CA, which was docketed as CA-G.R. SP No. 112229. Here, CFI objected to the restoration of its solidary liability with PVC against whom and against whose bond sole liability has been adjudged in the intervening April 30, 2009 Decision in CA-G.R. SP No. 100291. However, finding no merit in the arguments and noting CFI's lapse in filing the pre-requisite motion for reconsideration, the CA dismissed the petition in its Decision[26] dated March 12, 2012. On the merits, the CA noted that inasmuch as the accreditation of PVC's surety company had expired in the interim, the labor claims must then be paid by CFI as the other solidary party. The disposition of the CA Decision reads:

> **WHEREFORE,** the Petition for Certiorari is **DENIED DUE COURSE** and accordingly, **DISMISSED** for lack of merit. The assailed Order dated December 1, 2009 of the DOLE-NCR in NCR00-LSED-0303-IS-069 is hereby **AFFIRMED.**
>
> **SO ORDERED.**[27]

PVC and CFI are now before this Court in these consolidated petitions.

PVC, in G.R. No. 190509, ascribes error to the CA in affirming the jurisdiction of the RD over the subject labor claims, and in ruling that its surety bond has effectively discharged CFI from solidary liability.

On the other hand, CFI lodged two petitions. In G.R. No. 196143, aside from contesting its solidary liability supposedly in view of PVC's bond, CFI also assails the CA Decision in CA-G.R SP No. 104756 for inconsistency with the earlier ruling in CA-G.R. SP No. 100291 absolving it from liability.[28] To this, PVC counters that it has filed the petition in CA-G.R. SP No. 100291 so that the entire judgment obligation could be imposed on CFI because it was the latter that failed to make the necessary adjustments in the wages and

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25 *Rollo* (G.R. No. 196143), p. 34.
26 *Rollo* (G.R. No. 201041), pp. 31-37.
27 *Id.* at 36.
28 *Rollo* (G.R. No. 196143), p. 12.

benefits accruing to the claimants.[29] It explains further that CA-G.R. SP No. 104756 was CFI's petition alleging denial of due process and praying for the imposition of liability on PVC's bond exclusively. PVC insists that the main issue in both cases was, still, whether CFI could be held solidarily liable with PVC.[30] PVC notes that its filing of a *supersedeas* bond did not discharge CFI from liability.[31]

Replying, CFI notes that the Decision in CA-G.R. SP No. 100291 held that since the contractor had already posted a bond sufficient to cover the entire claim, then the solidary liability of the principal or direct employer is deemed to have been accomplished.[32] It claims that PVC's bond extinguished its own solidary liability as direct employer.[33]

Meanwhile, in G.R. No. 201401, CFI, besides justifying its failure to move for a reconsideration prior to its present petition, insists on non-liability.

Briefly, the issues for this Court's resolution may be summarized as follows: (1) whether the RD has jurisdiction over the present case; (2) whether PVC and CFI are solidarily liable for the payment of the monetary awards to respondents; and (3) whether PVC's filing of *supersedeas* bond discharged CFI from liability.

Our Ruling

The RD has jurisdiction over the present case

Articles 129, 217 and 128(b) of the Labor Code, as amended by Republic Act (*R.A.*) No. 7730,[34] could not be any clearer on this point, to wit:

> ART. 129. *Recovery of wages, simple money claims and other benefits.* — Upon complaint of any interested party, the Regional Director of the Department of Labor and Employment or any of the duly authorized hearing officers of the Department is empowered, through summary proceeding and after due notice, to hear and decide any matter involving the recovery of wages and other monetary claims and benefits, including legal interest, owing to an employee or person employed in domestic or household service or househelper under this Code, arising from employer-employee relations: *Provided*, That such complaint does not include a claim for reinstatement: *Provided*, further, That the aggregate money claims of

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29 *Rollo* (G.R. No. 201041), p. 214.
30 *Id.* at 215-216.
31 *Id.* at 217-218.
32 *Rollo*, (G.R. No. 196143), p. 319.
33 *Id.* at 320.
34 *An Act Further Strengthening the Visitorial and Enforcement Power of the Secretary of Labor and Employment, Amending for the Purpose Article 128(b) of Presidential Decree Numbered Four Hundred Forty-two as Amended, Otherwise Known as the Labor Code of the Philippines.* Approved on June 2, 1994.

each employee or househelper do not exceed Five thousand pesos (P5,000.00) x x x.

ART. 217. *Jurisdiction of Labor Arbiters and the Commission.* — (a) Except as otherwise provided under this Code, the Labor Arbiters shall have original and exclusive jurisdiction to hear and decide, within thirty (30) calendar days after the submission of the case by the parties for decision without extension, even in the absence of stenographic notes, the following cases involving all workers, whether agricultural or non-agricultural:

x x x x

(6) Except claims for employees compensation, social security, medicare and maternity benefits, all other claims arising from employer-employee relations, including those of persons in domestic or household service, involving an amount exceeding Five thousand pesos (P5,000.00), whether or not accompanied with a claim for reinstatement x x x.

ART. 128(b). Visitorial and Enforcement Power. - Notwithstanding the provisions of Articles 129 and 217 of this Code to the contrary, and in cases where the relationship of employer-employee still exists, the Secretary of Labor and Employment or his duly authorized representatives shall have the power to issue compliance orders to give effect to the labor standards provisions of this Code and other labor legislation based on the findings of labor employment and enforcement officers or industrial safety engineers made in the course of inspection. The Secretary or his duly authorized representatives shall issue writs of execution to the appropriate authority for the enforcement of their orders, except in cases where the employer contests the findings of the labor employment and enforcement officer and raises issues supported by documentary proofs which were not considered in the course of inspection.

A summation of these allied provisions tells, as this Court held in *People's Broadcasting Service v. Secretary of Labor and Employment*[35] and *Cirineo Bowling Plaza, Inc. v. Sensing*,[36] that the proviso in Article 129 which placed a limit of ₱5,000.00 on individual money claims cognizable by the DOLE has been done away with after the enactment of R.A. No. 7730. *Ex-Bataan Veterans Security Agency v. Secretary of Labor*,[37] citing *Allied Investigation Bureau, Inc. v. Secretary of Labor*,[38] instructs that while Articles 129 and 217 of the Labor Code vest jurisdiction on the labor arbiter over aggregate individual money claims exceeding ₱5,000.00, the said provisions do not contemplate the visitorial and enforcement powers of the Secretary of Labor or his duly authorized representatives.[39] This Court explained –

[Article 128(b)] explicitly excludes from its coverage Articles 129 and 217 of the Labor Code by the phrase "(N)otwithstanding the provisions of

35 683 Phil. 509 (2012).
36 489 Phil. 159 (2005).
37 563 Phil. 228 (2007).
38 377 Phil. 80 (1999).
39 *Id.* at 88-90.

> Articles 129 and 217 of this Code to the contrary x x x" thereby retaining and further strengthening the power of the Secretary of Labor or his duly authorized representatives to issue compliance orders to give effect to the labor standards provisions of said Code and other labor legislation based on the findings of labor employment and enforcement officers or industrial safety engineers made in the course of inspection.[40]

Thus, it is now settled that the Secretary of Labor or his duly-authorized representatives has jurisdiction over matters involving the recovery of any amount of wages and other monetary claims arising out of employer-employee relations at the time of inspection, even if the money claim exceeds ₱5,000.00.[41] It is only when the labor standards case falls within the exclusion clause of Article 128(b) will the RD be mandated to endorse or refer the complaint to the appropriate labor arbitration branch of the NLRC.

Further, in the recent case of *Del Monte Land Transport Bus Co. v. Armenta*,[42] this Court summarized the rules governing jurisdiction on standard labor claims as follows:

> 1. If the claim involves labor standards benefits mandated by the Labor Code or other labor legislation regardless of the amount prayed for and provided that there is an existing employer-employee relationship, jurisdiction is with the DOLE regardless of whether the action was brought about by the filing of a complaint or not.
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> 2. If the claim involves labor standards benefits mandated by the Labor Code or other labor legislation regardless of the amount prayed for and there is no existing employer-employee relationship or the claim is coupled with a prayer for reinstatement, jurisdiction is with the LA/NLRC.[43]

Here, while the individual claims of respondents exceeded ₱5,000.00, the complaint was filed during the existence of the employment of respondents. In fact, the complaint of respondents neither contained an allegation of illegal dismissal nor prayed for reinstatement. As the controversy arose during the existence of an employer-employee relationship, the RD properly assumed jurisdiction over the case.

PVC and CFI are solidarily liable for the payment of the monetary awards to respondents

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40 *Id.* at 90.

41 *Balladares, et al. v. Peak Ventures Corporation/El Tigre Security and Investigation Agency, et al.*, 607 Phil. 146, 154 (2009).

42 G.R. No. 240144, February 3, 2021.

43 *Id.*, citing *People's Broadcasting Service (Bombo Radyo Phils., Inc. v. The Secretary of Labor and Employment, et al.*, 683 Phil. 509, 520-521 (2012).

On the issue of liability of CFI and PVC, Articles 106, 107, and 109 of the Labor Code provide:

> Art. 106. Contractor or Subcontractor. – Whenever an employer enters into a contract with another person for the performance of the former's work, the employees of the contractor and of the latter's subcontractor, if any, shall be paid in accordance with the provisions of this Code.
>
> In the event that the contractor or subcontractor fails to pay the wage of his employees in accordance with this Code, the employer shall be jointly and severally liable with his contractor or subcontractor to such employees to the extent of the work performed under the contract, in the same manner and extent that he is liable to employees directly employed by him. x x x
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> Art. 107. Indirect Employer. – The provisions of the immediately preceding [A]rticle shall likewise apply to any person, partnership, association or corporation which, not being an employer, contracts with an independent contractor for the performance of any work, task, job or project.
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> Art. 109. Solidary liability. – The provisions of existing laws to the contrary notwithstanding, every employer or indirect employer shall be held responsible with his contractor or subcontractor for any violation of any provision of this Code. For purposes of determining the extent of their civil liability under this Chapter, they shall be considered as direct employers.

Under the foregoing provisions, the principal and the contractor are jointly and severally liable for the payment of unpaid wages of the contractor's employees. In *Lapanday Agricultural Development Corporation v. Court of Appeals,*[44] we said that this solidary liability assures compliance with the provisions of the Labor Code, whereby the contractor is made liable under its status as the direct employer and the principal as the indirect employer, to secure the payment of wages should the contractor be unable to pay them.[45] In essence, it ensures the speedy recovery and payment of wages due the workers.

The solidary liability of the principal and the contractor accrues as long as the work, task, or job or project has been performed for the principal's benefit or on its behalf.[46] Liability is ascribed on the principal since it can very well "protect itself from irresponsible contractors by withholding payment of such sums that are due the employees and by paying the employees directly, or by requiring a bond from the contractor or subcontractor for this purpose."[47]

In the present case, it was established that respondents are the employees of PVC. They were assigned as security guards in the premises of

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44 381 Phil. 41 (2000).

45 *Id.* at 51.

46 *Government Insurance Service System v. National Labor Relations Commission, et al.*, 649 Phil. 538, 549-550 (2010), citing *New Golden City Builders & Dev't Corporation v. CA*, 463 Phil. 821, 833 (2003).

47 *Id.*, citing *Rosewood Processing, Inc. v. National Labor Relations Commission,* 352 Phil. 1013, 1034 (1998).

CFI pursuant to the latter's security service agreement with PVC. During the term of the agreement, respondents were not paid their proper wages and other monetary benefits. Evidently, the application of the aforecited provisions of the Labor Code on the solidary liability of CFI, as principal, and PVC, as contractor, insofar as the payment of wages is concerned, is warranted here.

PVC's filing of supersedeas bond did not necessarily discharge CFI from liability

When solidary obligation obtains by agreement or by law, the creditor may demand from any of the debtors the entire compliance with the prestation. Such is the essence of solidarity in Article 1207[48] of the Civil Code, to the effect that, in the event the principal employer fails to pay the proper wages and other claims of respondent security guards, the same gives rise to a cause of action against the contractor for the said claims without regard to the privity of contract and relations between the principal employer and the contractor. Thus, insofar as the employees are concerned, the source of the payment of the monetary amounts due them is actually irrelevant, as long as they are completely paid.

On this score, it is erroneous to state that CFI's solidary liability under the law had been extinguished by the mere filing by PVC of a *supersedeas* bond before the RD. The obvious purpose of an appeal bond, apart from being a jurisdictional requirement to perfect an appeal,[49] is to ensure against any occurrence that would defeat or diminish recovery by the aggrieved employees under the judgment if the appeal is dismissed. In other words, it guarantees recovery by the employees of the judgment award should the same be affirmed, in any and all eventualities and, in effect, discourages employers from using the appeal to delay, or even evade, their obligation to satisfy the possible just and lawful claims of the employees.[50] It is hardly a viable defense to evade direct liability, especially in this case where the monetary awards in favor of respondents have not yet been fully satisfied by the principal employer, PVC. It should be emphasized that in CA-G.R. SP No. 112229, the CA found that the accreditation of PVC's surety company had expired in the interim. Inasmuch as this is the case, it is only proper to hold CFI, the other solidary party, liable for the claims of respondents.

This Court notes that claims of nonliability by PVC and CFI on various grounds punctuated this case since its departure from the RD's August 20,

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48 Article 1207. The concurrence of two or more creditors or of two or more debtors in one and the same obligation does not imply that each one of the former has a right to demand, or that each one of the latter is bound to render, entire compliance with the prestation. There is a solidary liability only when the obligation expressly so states, or when the law or the nature of the obligation requires solidarity.

49 Labor Code, Art. 223.

50 *Cordova v. Keysa's Boutique*, 507 Phil. 147, 158-159 (2005).

2003 Order, such as claims of previous remittances of payments representing the just wages owing respondents, and as previously discussed, claims to the effect that the subsistence of the appeal bond of one would exclude from liability the other. To our mind, the miscellaneous arguments raised by PVC and CFI are non-issues in the case at hand inasmuch as the RD was dutybound to simply make an affirmative and substantial finding on the allegations of underpayment of wages and non-payment of other benefits as well as on the relative liabilities of PVC and CFI as principal employer and contractor under their own security service agreement. These claims, which are not hereby necessarily belittled, are ripe for determination upon accrual of the right to enforce the concomitant right of reimbursement. Indeed, an incident of solidary liability is the right of reimbursement sanctioned by Article 1217[51] of the Civil Code. The right, however, accrues only when payment of the obligation has already been made by one of the solidary parties. This action was lodged and has dragged on precisely for the purpose of enforcing such payment. Any determination on the relative rights and obligations between PVC and CFI should be made in an opportune time and before a forum outside of the present proceedings.

Considering that CFI is solidarily liable with PVC for the payment of the monetary awards to respondents, the Secretary of Labor's Order denying CFI's Motion to Lift Garnishment is only proper. Indeed, as a solidary debtor, the properties of CFI may be garnished to fully satisfy the payment of the monetary awards due to respondents.

ACCORDINGLY, premises considered, this Court rules as follows:

1. In G.R. No. 190509, the Petition for Review on *Certiorari* is **PARTIALLY GRANTED.** The Decision dated April 30, 2009 and the Resolution dated December 3, 2009 of the Court of Appeals in CA-G.R. SP No. 100291 are **PARTIALLY REVERSED** insofar as it held that Peak Ventures Corporation's filing of a *supersedeas* bond released Club Filipino, Inc. from liability for the payment of the unpaid wages and monetary benefits due to respondents Rogelio M. Fernandez, Gerardo Plantig, Guillermo Banaga and Rodolfo Reyes;

2. In G.R. No. 196143, the Petition for Review on *Certiorari* is **DENIED.** The Decision dated June 28, 2010 and the Resolution dated March 3, 2011 of the Court of Appeals in CA-G.R. SP No. 104756 are **AFFIRMED.**

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51 Article 1217. Payment made by one of the solidary debtors extinguishes the obligation. If two or more solidary debtors offer to pay, the creditor may choose which offer to accept.

He who made the payment may claim from his co-debtors only the share which corresponds to each, with the interest for the payment already made. If the payment is made before the debt is due, no interest for the intervening period may be demanded.

When one of the solidary debtors cannot, because of his insolvency, reimburse his share to the debtor paying the obligation, such share shall be borne by all his co-debtors, in proportion to the debt of each. (1145a)

Club Filipino, Inc. and Peak Ventures Corporation are solidarily liable for the payment of the unpaid wages and monetary benefits due to respondents Rogelio M. Fernandez, Gerardo Plantig, Guillermo Banaga and Rodolfo Reyes, in accordance with the August 20, 2003 Order of the Department of Labor and Employment – National Capital Region.

3. In G.R. No. 201041, the Petition for Review on *Certiorari* is **DENIED.** The Decision dated March 12, 2012 of the Court of Appeals in CA-G.R. SP No. 112229 is **AFFIRMED**. The Motion to Lift Garnishment filed by Club Filipino, Inc. before the Secretary of Labor is **DENIED**.

SO ORDERED.

JHOSEP Y. LOPEZ
Associate Justice

WE CONCUR:

MARVIC M.V.F. LEONEN
Associate Justice

HENRI JEAN PAUL B. INTING
Associate Justice

JOSE MIDAS P. MARQUEZ
Associate Justice

ANTONIO T. KHO, JR.
Associate Justice

ATTESTATION

I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

MARVIC M.V. F. LEONEN
Associate Justice
Chairperson, Second Division

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

ALEXANDER G. GESMUNDO
Chief Justice