



Republic of the Philippines
Supreme Court
Manila

FIRST DIVISION

ORLANDO RODRIGUEZ
and DARYL RAMA,
Petitioners,

-versus-

SAN ROQUE METALS, INC.
[SRMI],
Respondent.

G.R. No. 254283

Present:

GESMUNDO, C.J.,
Chairperson,
HERNANDO,
ZALAMEDA,
ROSARIO, and
MARQUEZ, JJ.

Promulgated:

AUG 19 2024

Ingulund

X-----X

DECISION

MARQUEZ, J.:

This controversy should have been long settled with the Court's final and executory ruling in *SR Metals, Inc. v. Adiong*¹ (docketed as **G.R. No. 226574**). In that case, the Court expressly stated that no relief could be granted to respondent San Roque Metals, Inc. (SRMI) in relation to certain compromise agreements SRMI had executed with petitioners Orlando Rodriguez (Rodriguez) and Daryl Rama (Rama). Unbeknownst to the Court, however, while G.R. No. 226574 was pending, SRMI also raised the existence of these agreements before the labor tribunals and Court of Appeals during the ongoing execution proceedings, committing willful and deliberate forum

¹ G.R. No. 226574, June 3, 2019 [Unsigned Resolution, First Division].

6

shopping that resulted in conflicting rulings and unjustly delayed satisfaction of the judicially approved claims of Rodriguez and Rama. The Court will not countenance such tactics. With this Decision, the Court settles the dispute with finality, leaving only the matter of the forum shopping committed by SRMI and its counsel to be settled.

Before the Court is a Petition for Review on *Certiorari*² dated December 19, 2020 filed by Rodriguez and Rama, assailing the Decision³ and Resolution⁴ of the Court of Appeals (CA). The assailed Decision granted the Petition for *Certiorari* under Rule 65 with Prayer for Preliminary Injunction and Temporary Restraining Order filed by SRMI and reversed and set aside the Resolutions⁵ of the National Labor Relations Commission (NLRC). The NLRC had earlier denied the Petition for Extraordinary Remedies⁶ filed by SRMI, affirmed the June 30, 2017 Order⁷ of Executive Labor Arbiter (ELA) Exequiel M. Dayot III (Dayot), and denied reconsideration.

SRMI filed its Comment on the Petition for Review on *Certiorari*⁸ on October 14, 2021.

Rodriguez and Rama, together with three other complainants, filed a complaint for illegal dismissal against SRMI on March 30, 2011.⁹ In a Decision¹⁰ dated January 24, 2012, ELA Henry F. Te dismissed the complaint for illegal dismissal but ordered SRMI to pay Rodriguez, Rama, and Jeffrey Adiong certain sums corresponding to their 13th month pay and service incentive leave.¹¹

Rama then executed a Quitclaim and Release with Motion to Dismiss¹² (Quitclaim) dated March 12, 2012. In consideration of the amount of PHP 20,000.00, Rama waived any claim or right of action against SRMI.¹³ The other complainants executed similar documents.¹⁴

² *Rollo*, pp. 15–54.

³ *Id.* at 1240–1267. The Decision dated April 30, 2019 in CA-G.R. SP No. 08711-MIN was penned by Associate Justice Walter S. Ong and concurred in by Associate Justices Edgardo A. Camello and Florencio M. Mamauag, Jr. of the Twenty-First Division, Court of Appeals, Cagayan de Oro City.

⁴ *Id.* at 1320–1322. The Resolution dated August 25, 2020 in CA-G.R. SP No. 08711-MIN was penned by Associate Justice Edgardo A. Camello and concurred in by Associate Justices Evalyn M. Arellano-Morales and Angelene Mary W. Quimpo-Sale of the Twenty-First Division, Court of Appeals, Cagayan de Oro City.

⁵ *Id.* at 1124–1134, 1185–1189. The Resolutions dated September 27, 2017 and February 28, 2018 in NLRC No. MER 08-015074-2017 (RAB-13-03-00108-2011) were penned by Commissioner Elbert C. Restauero and concurred in by Presiding Commissioner Bario-Rod M. Talon.

⁶ *Id.* at 1105–1111. Copy attached to the *rollo* is incomplete.

⁷ *Id.* at 1934–1945.

⁸ *Id.* at 2713–2731.

⁹ *Id.* at 1241.

¹⁰ *Id.* at 644–656.

¹¹ *Id.* at 656.

¹² *Id.* at 2222.

¹³ *Id.*

¹⁴ *Id.* at 1242.

On March 27, 2012, SRMI filed a Memorandum of Partial Appeal with the NLRC.¹⁵ Rodriguez and Rama, with the other complainants, also filed a Memorandum of Appeal.¹⁶

In a Resolution¹⁷ dated December 28, 2012, the NLRC dismissed SRMI's partial appeal and partly granted the appeal of Adiong, Rodriguez, and Rama, declaring them regular employees of SRMI and ordering SRMI to pay them backwages plus allowances and other benefits.¹⁸ This award was without prejudice to the crediting of the sum of PHP 20,000.00 that Rama had received from SRMI pursuant to the Quitclaim, *which the NLRC declared invalid*.¹⁹ The NLRC denied SRMI's motion for reconsideration in its Resolution²⁰ dated March 27, 2013.²¹

SRMI filed a petition for *certiorari*²² with the CA, seeking the nullification of the NLRC's Resolutions.²³ This petition was docketed as CA-G.R. SP No. 05614-MIN.

After SRMI filed its petition for *certiorari* in CA-G.R. SP No. 05614-MIN, it entered into separate Compromise Agreements with Rodriguez and Rama dated February 3, 2015²⁴ and April 22, 2015,²⁵ respectively.²⁶ These Agreements were also acknowledged by ELA Dayot.²⁷

The CA dismissed the petition in its June 24, 2015 Decision.²⁸ On June 30, 2015, SRMI filed a Manifestation (With Prayer for Dismissal) informing the CA that it had entered into a Compromise Agreement with Rodriguez.²⁹ On August 20, 2015, SRMI filed a motion for reconsideration, which the CA denied.³⁰

¹⁵ *Id.*

¹⁶ *Id.*

¹⁷ *Id.* at 658–679.

¹⁸ *Id.* at 678.

¹⁹ *Id.* 676–678.

²⁰ *Id.* at 681–688.

²¹ *Id.* at 1244.

²² *Id.* at 2294–2328.

²³ *Id.* at 1244.

²⁴ *Id.* at 1921–1923.

²⁵ *Id.* at 1924–1926.

²⁶ *Id.* at 1921–1926.

²⁷ *Id.*

²⁸ *Id.* at 1292–1308. The June 24, 2015 Decision in CA-G.R. SP No. 05614-MIN was penned by Associate Justice Henri Jean Paul B. Inting (now a Member of this Court) and concurred in by Associate Justices Edgardo A. Camello and Pablito A. Perez of the Special Twenty-Second Division, Court of Appeals, Cagayan de Oro City.

²⁹ *Id.* at 78.

³⁰ *Id.* at 557–558. The July 5, 2016 Resolution in CA-G.R. SP No. 05614-MIN was penned by Associate Justice Edgardo A. Camello and concurred in by Associate Justices Maria Filomena D. Singh (now a Member of this Court) and Perpetua T. Atal-Paño of the Twenty-Second Division, Court of Appeals, Cagayan de Oro City.

On September 9, 2016, SRMI filed a petition for review on *certiorari*³¹ with the Court, arguing, among others, that the CA erred in disregarding the Quitclaim executed by Rama and the Compromise Agreement signed by Rodriguez.³² This petition was docketed as G.R. No. 226574.

In a Resolution³³ dated October 19, 2016, the Court denied SRMI's petition for review on *certiorari* for having been filed beyond the reglementary period of 15 days under Rule 45, Section 2, in relation to Rule 56, Section 5(a) of the Rules of Court.³⁴

SRMI filed a Manifestation (With Prayer for Dismissal of Claims of Respondents by Reason of Execution of Valid Compromise Agreements)³⁵ dated February 24, 2017, praying for the dismissal of Rodriguez and Rama's complaints with finality in view of the Compromise Agreements.³⁶

SRMI then filed a motion for reconsideration³⁷ dated March 27, 2017, arguing that its petition for review was filed within the extended period prayed for in its two motions for extension of time to file a petition for review.

In a Resolution³⁸ dated June 28, 2017, the Court noted and granted SRMI's Manifestation and the withdrawal of appearance of SRMI's previous counsel. The Court also ordered Rodriguez and Rama to comment on SRMI's motion for reconsideration of its October 19, 2016 Resolution.

In compliance with the Court's Resolution, Rodriguez and Rama filed Respondents' Partial Motion for Reconsideration with Comment/Opposition to the Petitioner's Motion for Reconsideration.³⁹

SRMI then filed a Comment (To the Respondents' Partial Motion for Reconsideration with Comment/Opposition to the Petitioner's Motion for Reconsideration),⁴⁰ again arguing that its liability to Rodriguez and Rama was fully settled with the execution of the Compromise Agreements.⁴¹ In response, Rodriguez and Rama filed a Reply to the Petitioner's Comment.⁴²

³¹ *Id.* at 69–104.

³² *Id.* at 99–101.

³³ *Id.* at 1911.

³⁴ *Id.*

³⁵ *Id.* at 1916–1917.

³⁶ *Id.* at 1917.

³⁷ *Id.* at 1912–1915.

³⁸ *Id.* at 590.

³⁹ *Id.* at 591–596.

⁴⁰ *Id.* at 610–620.

⁴¹ *Id.* at 613.

⁴² *Id.* at 621–625.

The Court denied SRMI's motion for reconsideration in its Resolution⁴³ dated June 3, 2019. It also noted without action SRMI's Manifestation (with Prayer for Dismissal of Claims of Respondents by Reason of Execution of Valid Compromise Agreements) dated February 24, 2017, explaining as follows:

The respondents submit that the amounts received by Rama and Rodriguez served only as partial payments and should not be deemed as full satisfaction for their monetary claims. The Court finds these issues were the subject matter of the Labor Arbiter's order dated June 30, 2017 and the NLRC's resolution dated March 9, 2018. *Both the Labor Arbiter and the NLRC deemed the amounts paid under the compromise agreements as advance or partial payments of respondents' total monetary claims.*

*Considering the foregoing, and given the denial of the instant petition for review on certiorari, no relief can be granted to the petitioner in relation to said compromise agreements.*⁴⁴ (Emphasis and underscoring supplied)

In the meantime, Rodriguez and Rama, with three other complainants, filed a Motion for the Issuance of Writ of Execution with Prayer for Recomputation of the Judgment Award from the Time the Complainants were Illegally Dismissed from Employment up to the Payment of their Backwages and Separation Pay with the NLRC-RAB XIII, Butuan City.⁴⁵ Rodriguez and Rama sought the execution of the NLRC's judgment awards, as affirmed by the CA in CA-G.R. SP No. 05614-MIN.⁴⁶

On June 30, 2017, the NLRC-RAB XIII, through ELA Dayot, issued an Order⁴⁷ disposing of Rodriguez and Rama's motion as follows:

WHEREFORE, in view of the foregoing, respondent SR METALS INC. is hereby ORDERED to pay the complainants their monetary awards as computed, to wit:

1.	JEFFREY ADIONG	[PHP] 390,214.15
2.	ORLANDO RODRIGUEZ	235,046.02
3.	DARYL RAMA	398,786.31
		[PHP] 1,024,046.48

In addition, since complainants are minimum wage earner[s], their monetary awards are not subject to 5% withholding tax pursuant to [Republic Act No.] 9504, BIR Revenue Regulation No. 10-2008 dated July

⁴³ G.R. No. 226574, June 3, 2019 [Unsigned Resolution, First Division].

⁴⁴ *Id.*

⁴⁵ *Id.* at 1245.

⁴⁶ *Id.* at 1245-1246.

⁴⁷ *Id.* at 1934-1945.

8, 2008 as restated in NLRC Memorandum Circular No. 90-02, Series of 2013 ([September] 18, 2013).

Accordingly, let a writ of execution be issued for the enforcement and partial satisfaction of [complainants'] backwages, separation pay, and other monetary awards in the amount aforestated.

SO ORDERED.⁴⁸

SRMI filed a Petition for Extraordinary Remedies before the NLRC,⁴⁹ asserting that the Compromise Agreements executed by Rodriguez and Rama were valid and that the ELA erred in treating the amounts received by Rodriguez and Rama as advance payments rather than full settlement of their claims.⁵⁰

On September 27, 2017, the NLRC issued a Resolution⁵¹ denying SRMI's petition, as follows:

WHEREFORE, foregoing premises considered, the SRMI's Petition for Extraordinary Remedies is hereby **DENIED** and the Order dated [June 30, 2017] is hereby **AFFIRMED**. No temporary restraining order or writ of injunction is to be issued.

SO ORDERED.⁵² (Emphasis in the original)

In its Resolution⁵³ dated February 28, 2018, the NLRC denied reconsideration.

SRMI appealed the NLRC's Resolutions to the CA through a petition for *certiorari*⁵⁴ dated April 27, 2018. In its assailed April 30, 2019 Decision, the CA granted SRMI's petition, ruling as follows:

The Petition for *Certiorari* is GRANTED. The *Resolutions* dated [September 27, 2017] and [February 28, 2018] issued by public respondent National Labor Relations Commission, Eighth Division, Cagayan de Oro City in NLRC No. MER 08-015074-2017 (RAB-13-03-00108-2011) are SET ASIDE. The NLRC is DIRECTED to issue the appropriate resolution with this *Decision*.

IT IS SO ORDERED.⁵⁵

⁴⁸ *Id.* at 1941.

⁴⁹ *Id.* at 1105-1111.

⁵⁰ *Id.* at 1245-1246.

⁵¹ *Id.* at 1124-1134.

⁵² *Id.* at 1134.

⁵³ *Id.* at 1185-1189.

⁵⁴ *Id.* at 2069-2096.

⁵⁵ *Id.* at 1266.

In granting SRMI's petition for *certiorari*, the CA held that the Compromise Agreements were valid and controlling between Rodriguez and Rama and SRMI:

It must be stressed that, when the terms of a contract are clear and leave no doubt upon the intention of the parties, the literal meaning of such terms shall be controlling. The contemporaneous and subsequent acts of the parties shall also be principally considered.

Here, the terms of the Compromise Agreements involved are clear and unequivocal. Rodriguez and Rama acknowledged receipt of the monetary consideration as the full, complete, and final satisfaction of their claims against SRMI. They also agreed that, by accepting the monetary considerations, they had no further claims, rights or actions of whatever nature against SRMI, whether past, present or contingent. Not only that, Rodriguez and Rama further agreed that, by accepting the monetary considerations, they "forever release, remiss, and discharge SRMI and its subsidiaries, directors, stockholders, officers, successors-in-interest from any liability or claims arising from or in relation to [their] labor complaint against SRMI."⁵⁶ (Emphasis supplied)

The CA also stressed that Rodriguez and Rama did not deny having executed the Compromise Agreements, nor did they provide evidence that these agreements were entered into through fraud, misrepresentation, or coercion.⁵⁷ In addition, the Agreements were subscribed and sworn to before ELA Dayot; thus, it cannot be said that Rodriguez and Rama did not voluntarily agree to these Agreements, or that they were unaware of the relevant legalities.⁵⁸

The CA denied Rodriguez and Rama's motion for reconsideration.⁵⁹ Hence, this Petition.

Rodriguez and Rama argue that the CA's 2015 Decision in CA-G.R. SP. No. 05614-MIN "clearly disposed the issue of the compromise agreements entered into by Respondents and SRMI; more so that it struck down the same compromise agreements as being unconscionable."⁶⁰ The assailed CA Decision violates the principle of law of the case, which provides that legal conclusions announced on the first appeal became the law of the case, i.e., that whatever is irrevocably established as the controlling legal rule of decision between the same parties in the same case continues to be the law of the case, whether correct on general principles or not, so long as the facts on which the decision was predicated continue to be the facts of the case before the court.⁶¹ In addition, SRMI violated the rule against forum shopping when it failed to inform the CA that at the time it filed the petition for

⁵⁶ *Id.* at 1259.

⁵⁷ *Id.*

⁵⁸ *Id.*

⁵⁹ *Id.* at 1320-1322.

⁶⁰ *Id.* at 42.

⁶¹ *Id.* at 43-44.

certiorari, SRMI still had a petition for review on *certiorari* pending with this Court (G.R. No. 225574).⁶²

SRMI counters that Rodriguez and Rama failed to present questions of substance as to warrant consideration for review under Rule 45.⁶³ In addition, the Court's review of a CA ruling in a labor case is limited to ascertaining the correctness of the CA's decision in finding the presence or absence of grave abuse of discretion and deciding any other jurisdictional error that attended the CA's interpretation or application of the law, and the issues raised by Rodriguez and Rama are beyond the scope of a Rule 45 proceeding.⁶⁴ Rodriguez and Rama also raise factual issues which are not the proper subject of a Rule 45 proceeding,⁶⁵ and the doctrine of law of the case does not apply because the Court has yet to rule on the validity of the Compromise Agreements.⁶⁶ The 2015 CA Decision cited by Rodriguez and Rama pertains only to the Quitclaim executed by Rama on March 12, 2012, and not to the Compromise Agreements.⁶⁷ These Compromise Agreements are valid, and must remain the law between the parties.⁶⁸ As to the charge of forum shopping, SRMI only raised the issue of the validity of the compromise agreements in G.R. No. 226574 as these are supervening events, and G.R. No. 226574 and the present Petition involve different sets of facts and issues.⁶⁹

In resolving the instant Petition, the Court's task is simply to decide whether the CA correctly determined the presence or absence of grave abuse of discretion on the part of the NLRC.⁷⁰

Grave abuse of discretion, in the context of labor cases such as the present dispute, exists when the NLRC's findings and conclusions are not grounded on substantial evidence, which is such amount of relevant evidence that a reasonable mind might accept as adequate to support a conclusion.⁷¹ In *Arcilla v. San Sebastian College-Recoletos, Manila*,⁷² the Court explained:

*It [is] not for the Court of Appeals to decide whether the National Labor Relations Commission's Decision on the merits of the case was correct. "[I]f the [National Labor Relations Commission's] ruling has basis in the evidence and the applicable law and jurisprudence, then no grave abuse of discretion exists and the [Court of Appeals] should so declare and, accordingly, dismiss the petition."*⁷³ (Emphasis supplied; citations omitted)

⁶² *Id.* at 50–52.

⁶³ *Id.* at 2715.

⁶⁴ *Id.* at 2716–2717.

⁶⁵ *Id.* at 2718.

⁶⁶ *Id.* at 2179.

⁶⁷ *Id.*

⁶⁸ *Id.* at 2721–2725.

⁶⁹ *Id.* at 2725–2727.

⁷⁰ *Lugawe v. Pacific Cebu Resort International, Inc.*, G.R. No. 236161, January 25, 2023 [Per J. Hernando, First Division].

⁷¹ *Id.* at 10. This pinpoint citation refers to the copy of the Decision uploaded to the Supreme Court website.

⁷² G.R. No. 235863, October 10, 2022 [Per J. Leonen, Second Division].

⁷³ *Id.* at 8. This pinpoint citation refers to the copy of the Decision uploaded to the Supreme Court website.

8

SRMI's liability for Rodriguez and Rama's illegal dismissal and money claims was already settled by the CA in CA-G.R. SP No. 05614-MIN, and the CA's Decision and Resolution in that case attained finality with the denial of SRMI's petition for review on *certiorari* in G.R. No. 226574. Accordingly, the issue before the Court is not whether SRMI was correctly found liable for the illegal dismissal of Rodriguez and Rama and payment of their money claims, but rather, *whether the CA erred in ruling that the NLRC committed grave abuse of discretion in treating the amounts received by Rodriguez and Rama under the Compromise Agreements as merely advance payments made prior to the execution of the judgment awards in their favor.*

We grant the Petition. The CA erred in ruling that the NLRC committed grave abuse of discretion in treating the sums received by Rodriguez and Rama pursuant to the Quitclaim and Compromise Agreements as advance payments of SRMI's obligation to them.

To recall, Rodriguez and Rama executed a total of three agreements with SRMI: *first*, the Quitclaim and Release with Motion to Dismiss signed by Rama and dated March 12, 2012; *second*, the Compromise Agreement⁷⁴ dated February 3, 2015, also signed by Rama; and *third*, the Compromise Agreement⁷⁵ dated April 22, 2015 and signed by Rodriguez.

In its 2015 Decision, the CA affirmed the NLRC's finding that the Quitclaim executed by Rama was invalid. This ruling became final with the denial of SRMI's petition for review on *certiorari* in G.R. No. 226574.

In contrast, neither the CA nor this Court has ruled on the validity of the Compromise Agreements. *However, SRMI already repeatedly raised the existence of the Quitclaim and the Compromise Agreements before the CA in CA-G.R. SP No. 05614-MIN, and before this Court in its petition for review on certiorari in G.R. No. 226574.*

In fact, *one of SRMI's main contentions in its petition for review on certiorari in G.R. No. 226574 was that the CA erred in affirming the NLRC, considering that Rama had executed the Quitclaim and Rodriguez had executed a Compromise Agreement with SRMI.* SRMI also cited the Compromise Agreements executed by Rodriguez and Rama in its subsequent Manifestation (With Prayer for Dismissal of Claims of Respondents by Reason of Execution of Valid Compromise Agreements)⁷⁶ dated February 24, 2017, which the Court noted without action in its Resolution dated June 3, 2019 in G.R. No. 226574, and in its Comment (To the Respondents' Partial

⁷⁴ *Rollo*, pp. 1921–1923.

⁷⁵ *Id.* at 1924–1926.

⁷⁶ *Id.* at 1916–1917.

Motion for Reconsideration with Comment/Opposition to the Petitioner's Motion for Reconsideration).⁷⁷

Despite the foregoing, SRMI *also* raised the existence of the Compromise Agreements before the ELA during the execution process. While the ELA and NLRC held that the amounts received by Rodriguez and Rama under the Quitclaim and Compromise Agreements were merely partial payments of SRMI's liability, the CA reversed the NLRC and held that the Compromise Agreements constituted the law between the parties. *As a result, the same Quitclaim and Compromise Agreements cited by SRMI in G.R. No. 226574 are again before this Court.*

By raising the same issues before the labor tribunals during the execution process and eventually before the CA, what SRMI truly seeks is the *reversal of the Court's final and executory Resolution denying its appeal in G.R. No. 226574*. In granting SRMI's petition for *certiorari*, the CA allowed SRMI to circumvent the finality of the Court's Resolution in G.R. No. 226574, ignoring the principle of immutability of judgments:

Once a judgment has become final, it becomes immutable and unalterable. It cannot be changed in any way, even if the modification is for the correction of a perceived error, by the court which promulgated it or by a higher court. Judgments and orders should be final at some definite time based on law, as there would be no end to litigation. *While the losing party has a right to appeal his or her case, the winning party has an attendant right to enjoy the finality of the decision issued in his or her favor, through the execution process to satisfy the award given to him or her.*⁷⁸ (Emphasis supplied, citations omitted)

The Court's admonition in *Heirs of Pidacan v. Air Transportation Office*⁷⁹ is also apropos:

It is almost trite to say that execution is the fruit and the end of the suit and is the life of the law. A judgment, if left unexecuted, would be nothing but an empty victory for the prevailing party. Litigation must end sometime and somewhere. *An effective and efficient administration of justice requires that, once a judgment has become final, the winning party be not deprived of the fruits of the verdict.* Courts must, therefore, guard against any scheme calculated to bring about that result. *Constituted as they are to put an end to controversies, courts should frown upon any attempt to prolong them.*⁸⁰ (Emphasis and underscoring supplied)

By repeatedly attempting to evade payment of Rodriguez and Rama's claims and refusing to accept the Court's denial of its petition for review on

⁷⁷ *Id.* at 610–620.

⁷⁸ J. Carpio, Concurring Opinion in *Laya, Jr. v. Philippine Veterans Bank*, 823 Phil. 302, 349 (2018) [Per J. Bersamin, *En Banc*].

⁷⁹ 643 Phil. 657 (2010) [Per J. Nachura, Second Division].

⁸⁰ *Id.* at 666–667.

certiorari in G.R. No. 226574, SRMI has, *for years*, deprived petitioners of their right to enjoy the finality of the CA's 2015 Decision and the monetary awards computed by the ELA in his June 30, 2017 Order. This is precisely the outcome which the rules on execution and immutability of judgment seek to avoid.

In any event, the CA also erred in reversing the NLRC's factual findings. Factual findings of labor officials exercising quasi-judicial functions are accorded great respect and even finality by the courts when the findings are supported by substantial evidence.⁸¹ Questions of fact are for the labor tribunals to resolve and are binding upon this Court unless there is a showing of grave abuse of discretion or that they were arrived at arbitrarily or in utter disregard of the evidence on record.⁸²

*Lanao Del Sur Electric Cooperative v. LASURECO Employees Union-All Workers Alliance Trade Union*⁸³ also involved a dispute arising from an order issued by the NLRC during the execution process. Similar to the instant controversy, one of the arguments raised by the petitioner employer was that the NLRC erred in failing to consider alleged partial payments the petitioner had made to its employees in computing the total judgment award for execution. The Court rejected the petitioner's arguments, ruling as follows:

Fourth, among the issues that are left to be resolved by this Court, the first issue — whether the NLRC erred when it failed to consider the evidence submitted by LASURECO, which shows that the payment received by the Union is a total settlement of all its claims — is a question of fact which is improper in a Rule 45 petition. As explained in the recent case of Grageda v. Fact-Finding Investigation Bureau:

As a rule, issues dealing with the sufficiency of evidence and the relative weight accorded to it by the lower court cannot be raised in a petition for review on certiorari under Rule 45 which is confined to questions of law. We do not review factual questions raised under Rule 45 as it is not Our function to analyze nor weigh all over again evidence already considered in the proceedings below. Nevertheless, this rule is not absolute. . . .

Nevertheless, even assuming that there are circumstances in this case that will allow the Court to resolve the question of fact, it is a settled doctrine that ***the findings of fact of quasi-judicial agencies such as those of the NLRC, must be accorded great respect and even finality when supported by substantial evidence. Such factual findings may only be reviewed, reversed, or modified by the courts, when the labor tribunals commit grave abuse of discretion:***

⁸¹ *Hubilla v. HSY Marketing Ltd., Co.*, 823 Phil. 358, 374 (2018) [Per J. Leonen, Third Division].

⁸² *Bergonio v. DM Consunji, Inc.*, G.R. No. 254919, March 22, 2023 [Unsigned Resolution, First Division].

⁸³ G.R. No. 206169, November 24, 2021 [Unsigned Resolution, Second Division].

We have ruled in a litany of cases *that resort to judicial review of the decisions of the NLRC under Rule 65 of the Rules of Court is confined only to issues of want or excess of jurisdiction and grave abuse of discretion on the part of the tribunal rendering them.* It does not include an inquiry on the correctness of the evaluation of evidence, which served as basis for the labor official in determining his conclusion. *Findings of fact of administrative officers are generally given finality. . . .*

In this case, *this Court fails to see any grave abuse of discretion on the part of the NLRC when it issued the 2012 NLRC Resolution, to justify the reversal or modification of the same.* The 2012 NLRC Resolution, which, fortunately, was attached by the Union in its comment to the petition, shows that the NLRC judiciously reviewed all the records and documents presented by the parties, and based its ruling, particularly the amounts yet to be paid by LASURECO, on substantial evidence presented by the parties.⁸⁴ (Emphasis supplied; citations omitted)

Here, ELA Dayot stated that *Rodriguez and Rama were informed that the amounts they were to receive under the Compromise Agreements were only advance payments, subject to the final disposition of their complaints against SRMI.* The ELA held:

Proceeding to the Compromise Settlement dated [March 12, 2012] of complainant-RAMA with the consideration in the amount of [PHP] 20,000.00, this Office finds that the amount shall be treated as partial or an advance payment of his total monetary awards, similarly the amount of [PHP] 30,000.00 received by him in the Compromise Agreement he entered with the respondent on [February 3, 2015], shall also be treated as advance payment. Apparently, **complainant-RAMA received a total amount of [PHP] 50,000.00 treated as advance payment.**

While that of complainant-RODRIGUEZ, the amount of [PHP] 70,000.00 received by him per Compromise Agreement dated [April 22, 2015] shall likewise be treated as partial payment, *as these were made known to the parties during the pre-execution conference that the amount received by the individual complainants shall be without prejudice to the final disposition of the case pending with the Supreme Court.*⁸⁵ (Emphasis supplied)

It bears emphasis that it was also ELA Dayot who acknowledged the execution of the Compromise Agreements.⁸⁶ Accordingly, the ELA's findings as to the true nature of the Compromise Agreements and the parties' intent in signing the Agreements should not be lightly set aside.

In resolving SRMI's Petition for Extraordinary Remedies, the NLRC cited the above findings of the ELA:

⁸⁴ *Id.*

⁸⁵ *Rollo*, p. 1939.

⁸⁶ *Id.* at 1923, 1926.

As to the compromise agreements, as stated earlier, *Executive Labor Arbiter Dayot considered the amount received by the respondents as partial or advance payments of their total monetary awards, as it was made known to the parties during the pre-execution conference that the amounts received by the individual respondents was without prejudice to the final disposition of the case pending with the Supreme Court.*⁸⁷ (Emphasis supplied)

The NLRC also found that the monetary considerations given to Rodriguez and Rama were unreasonable and declared the Compromise Agreements invalid:

However, the Court has given effect to quitclaims in certain cases, if the employer is able to prove the following requisites: (1) the employee executes a deed of quitclaim voluntarily; (2) there is no fraud or deceit on the part of any of the parties; (3) the consideration of the quitclaim is credible and reasonable; and (4) the contract is not contrary to law, public order, public policy, morals or good customs, or prejudicial to a third person with a right recognized by law.

....

In the instant case, the reasonableness of the amounts received by the respondents is questionable. The amounts the respondents received under the agreement[s], compared to what they are entitled:

Names	Amount received per Compromise Agreement	Judgment Award	Percentage
Daryl Rama	[PHP] 50,000.00	412,533.01	12.12%
Orlando Rodriguez	[PHP] 70,000.00	383,678.20	18.24%

In this regard the ruling of the Court in *Galicia v. NLRC and Globe Paper Mills* is relevant because the amount accepted by petitioners therein was also very much less than the amount awarded by the Labor Arbiter. In said case, the Court deemed the consideration for the quitclaim of [PHP] 12,000.00 per worker and the total sum of [PHP] 300,000 as inordinately low and exceedingly unreasonable relative to the [PHP] 107,380.00 per worker and total [PHP] 3,223,261.00 awarded by the Arbiter. The workers decided to accept the offer knowing the same to be unjust and insufficient compared to their just claims because of destitution caused by their protracted unemployment. The Court held therein the consideration palpably inequitable and thus the quitclaim was not considered an obstacle to the pursuit of their legitimate claims.

....

⁸⁷ *Id.* at 1128.

6

In the same manner should this Commission likewise rule in the instant case, as the amount received by each of the private respondents was inequitably below than what they are rightfully entitled.

Truly, the employer and the employee do not stand on the same footing in the instant case. The case having dragged on for years, the private respondents herein were not in a position to resist petitioner's offer, even if the same is obviously inequitable compared to what they are entitled. Such being the case, they should not be estopped from claiming the full amount of what they are legally entitled.⁸⁸

Despite the foregoing, the CA ignored the factual findings of the ELA and NLRC and reversed the latter based solely on their limited analysis of the text of the Compromise Agreements, ruling as follows:

*Here, the terms of the Compromise Agreements involved are clear and unequivocal. Rodriguez and Rama acknowledged receipt of the monetary consideration as the full, complete and final satisfaction of their claims against SRMI. They also agreed that, by accepting the monetary considerations, they had no further claims, rights or actions of whatever nature against SRMI, whether past, present or contingent. Not only that, Rodriguez and Rama further agreed that, by accepting the monetary considerations, they "forever release, remiss, and discharge SRMI and its subsidiaries, directors, stockholders, officers, successors-in-interest from any liability or claims arising from or in relation to [their] labor complaint against SRMI."*⁸⁹ (Emphasis supplied)

The CA also emphasized that the Compromise Agreements were executed in the presence of ELA Dayot, who is presumed to have explained the terms of the Agreements to them:

Moreover, it is worth noting that the respective Compromise Agreements of Rodriguez and Rama with SRMI were subscribed and sworn to before ELA Dayot. The record shows that these Compromise Agreements were executed after the NLRC rendered a favorable decision to Rodriguez and Rama and while an appeal is pending before this Court. It could not be said, therefore, that Rodriguez and Rama did not give their individual assent thereto when they affixed their signatures in the Compromise Agreements. Moreover, it could not be said that they were unaware of the binding effects and legalities of executing the Compromise Agreements, since these agreements were executed in the presence of ELA Dayot. . . .

....

*Thus, having been executed in the presence of ELA Dayot, it is presumed that ELA Dayot ensured that Rodriguez and Rama fully understood the terms and conditions embodied in the Compromise Agreements. . . .*⁹⁰ (Emphasis supplied)

⁸⁸ *Id.* at 1130-1132.

⁸⁹ *Id.* at 1259.

⁹⁰ *Id.* at 1260.

8

The CA's conclusion is surprising, considering ELA Dayot's categorical statement that Rodriguez and Rama were informed that the amounts they received under the Quitclaim and Compromise Agreements were merely partial payments. In the face of this unequivocal statement—which the CA chose to ignore—the CA's "presumption" that ELA Dayot "ensured that Rodriguez and Rama fully understood the terms and conditions embodied in the Compromise Agreements" has no basis.

In sum, the CA erred in ruling that the NLRC committed grave abuse of discretion. In so ruling, the CA acceded to SRMI's dilatory tactics and underhanded attempts to resurrect its lost appeal and substituted its own judgment for that of the ELA and NLRC based on a mere "presumption."

SRMI is also guilty of willful and deliberate forum shopping.

The test for determining the existence of forum shopping is whether the elements of *litis pendentia* are present, or whether a final judgment in one case amounts to *res judicata* in another.⁹¹ There is forum shopping when the following elements are present: (a) identity of parties, or at least such parties as representing the same interests in both actions; (b) identity of rights asserted and reliefs prayed for, the relief being founded on the same facts; and (c) the identity of the two preceding particulars, such that any judgment rendered in the other action will, regardless of which party is successful, amount to *res judicata* in the action under consideration.⁹²

In determining whether forum shopping exists, what is truly important is *the vexation caused the courts and the parties by a party who asks different courts to rule on the same or related causes and/or to grant the same or substantially the same reliefs, creating the possibility of conflicting decisions upon the same issue.*⁹³ The justification for the prohibition against forum shopping is that a party should not be allowed to pursue simultaneous remedies in two different courts, as this constitutes abuse of court processes which tends to degrade the administration of justice.⁹⁴ In this case, SRMI pursued simultaneous remedies before this Court (in G.R. No. 226574) and before the CA (in CA-G.R. SP No. 08711-MIN). In so doing, SRMI gravely abused court processes and violated the prohibition against forum shopping.

First, there is identity of parties in the two cases, as both G.R. No. 226574 and the instant Petition (as well as the execution proceedings which preceded it) involve Rodriguez, Rama, and SRMI. *Second*, there is identity of rights asserted and reliefs prayed for, with SRMI asserting in both cases

⁹¹ *Heirs of Inocentes Mampo and Raymundo Mampo v. Morada*, 888 Phil. 583, 594 (2020) [Per J. Caguioa, First Division].

⁹² *Id.* at 598.

⁹³ *De Lara v. Atty. Carrasco*, A.C. No. 13500, October 5, 2022 [Unsigned Resolution, First Division].

⁹⁴ *Boracay Island Water Co. v. Malay Resorts Holdings, Inc.*, G.R. No. 235641, January 17, 2023 [Per J. Zalameda, First Division] at 8. This pinpoint citation refers to the copy of the Decision uploaded to the Supreme Court website.

8

that it is absolved from liability due to the Compromise Agreements executed by Rodriguez and Rama. Moreover, it must be stressed that SRMI filed its petition for *certiorari* in CA-G.R. SP No. 08711-MIN in 2018, when G.R. No. 226574 was still pending before this Court. However, SRMI did not inform the CA of the pendency of G.R. No. 226574. The Verification and Certification of Non-Forum Shopping attached to SRMI's petition for *certiorari* in CA-G.R. SP No. 08711-MIN states that SRMI "has not commenced any other action or proceeding involving the same issues in the Supreme Court, the Court of Appeals, or different Divisions thereof, or any other tribunal or agency."⁹⁵

Third, the Court already ruled in G.R. No. 226574 that it cannot grant SRMI any relief in relation to the Compromise Agreements, considering that its petition for review on certiorari was dismissed for being filed out of time. This ruling has long become final and executory, and the principle of immutability of judgments prevents SRMI from seeking reliefs based on the very same Compromise Agreements before a different forum. To allow SRMI to do so would be tantamount to rewarding it for the belated filing of its petition for review on *certiorari* in G.R. No. 226574 as well as its manifest bad faith. Contrary to SRMI's misleading claims, the execution of the Compromise Agreements was not a "supervening event" in G.R. No. 226574. These Agreements were executed on February 3, 2015 and April 22, 2015, while CA-G.R. SP No. 05614-MIN was still pending before the CA and *before* SRMI filed its first motion for extension of time to file petition for review on *certiorari* in G.R. No. 226574 on August 17, 2016.⁹⁶ In fact, SRMI cited the Compromise Agreement executed by Rodriguez in its petition.⁹⁷ Accordingly, SRMI's claim that the execution of the Compromise Agreements was a "supervening event" in G.R. No. 226574 is downright false.

In conclusion, SRMI had every opportunity to present its arguments regarding the Compromise Agreements in G.R. No. 226574, as indeed it did in the following: (a) its petition for review on *certiorari*; (b) Manifestation (With Prayer for Dismissal of Claims of Respondents by Reason of Execution of Valid Compromise Agreements) dated February 24, 2017; and (c) Comment (To the Respondents' Partial Motion for Reconsideration with Comment/Opposition to the Petitioner's Motion for Reconsideration). *In choosing to repeat the very same arguments in CA-G.R. SP No. 08711-MIN, SRMI demonstrated an obstinate refusal to accept the outcome of CA-G.R. SP No. 05614-MIN and committed willful and deliberate forum shopping.*

SRMI's counsel, the Law Firm of Atty. Francis U. Ku and Associates, appears to be equally guilty of forum shopping, as the firm represented SRMI

⁹⁵ Rollo, p. 2095.

⁹⁶ *SR Metals, Inc. v. Adiong*, G.R. No. 226574, June 3, 2019 [Unsigned Resolution, First Division].

⁹⁷ Rollo, pp. 99-101.

in G.R. No. 226574 as well as in the instant Petition and the preceding execution proceedings before the labor tribunals.

Rule 7, Section 5 of the Rules of Court provides that if the acts of the party or his counsel clearly constitute willful and deliberate forum shopping, the same shall be ground for summary dismissal with prejudice and shall constitute direct contempt, as well as a cause for administrative sanctions. Consequently, SRMI and its counsel must be directed to show cause why they should not be cited in direct contempt for willful and deliberate forum shopping.

ACCORDINGLY, the instant Petition is **GRANTED**. The assailed Decision dated April 30, 2019 and Resolution dated August 25, 2020 of the Court of Appeals in CA-G.R. SP No. 08711-MIN are **REVERSED**.

In view of the unjust delay in the resolution of this dispute caused by San Roque Metals, Inc., the case is **REMANDED** to the Labor Arbiter, who is **DIRECTED** to **RECOMPUTE** with dispatch the total monetary awards due to petitioners Orlando Rodriguez and Daryl Rama as provided in the Executive Labor Arbiter's June 30, 2017 Order, incorporating legal interest of 6% per annum from June 30, 2017 until full payment.⁹⁸

San Roque Metals, Inc. and its counsel Atty. Francis U. Ku and Atty. Alyanna R. Chang are directed to **SHOW CAUSE**, within 10 days from receipt of this Decision, why they should not be held in direct contempt for willful and deliberate forum shopping.


SO ORDERED.



JOSE MIDAS P. MARQUEZ
Associate Justice

⁹⁸ The CA did not award interest on the monetary judgments due to Rodriguez and Rama, and the ELA did not include interest in his computation of the judgment awards (*id.* at 1091 and 1307). However, We apply by analogy the rule that when the judgment of the court awarding a sum of money becomes final and executory, the rate of legal interest shall be 6% per annum from such finality until its satisfaction, this interim period being deemed equivalent to a forbearance of credit. (*Westminster Seafarer Management Philippines, Inc. v. Raz*, G.R. No. 249344, April 5, 2022 [Unsigned Resolution, First Division] at 8. This pinpoint citation refers to the copy of the Decision uploaded to the Supreme Court website.) Hence, the period from the ELA'S issuance of the June 30, 2017 Order until SRMI's full satisfaction of the judgment awards shall be deemed equivalent to a forbearance of credit, subject to legal interest of 6% per annum from June 30, 2017 until full payment.

WE CONCUR:


ALEXANDER G. GESMUNDO
Chief Justice

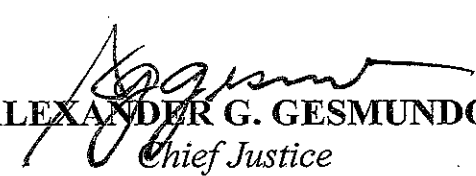

RAMON PAUL L. HERNANDO
Associate Justice


RODIL V. ZALAMEDA
Associate Justice


RICARDO R. ROSARIO
Associate Justice

CERTIFICATION

Pursuant to Article VIII, Section 13 of the Constitution, 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