



Republic of the Philippines
Supreme Court
 Manila

SECOND DIVISION

MARLON BEDUYA,
ROSARIO DUMAS*
ALEX LEONOZA,
RAMILO FAJARDO,
HARLAN LEONOZA,
ALVIN ABUYOT,
DINDO URSABIA,**
BERNIE BESONA,
ROMEO ONANAD,***
ARMANDO LIPORADA,****
FRANKFER ODULIO,
MARCELO MATA,
ALEX COLOCADO,
JOJO PACATANG,
RANDY GENODIA and
ISABINO B. ALARMA, JR.,
*Petitioners,******

G.R. No. 195513

Present:

CARPIO, *Chairperson,*
 DEL CASTILLO,
 PEREZ,*****
 MENDOZA, *and*
 JARDELEZA,***** *JJ.*

- versus -

ACE PROMOTION AND
MARKETING CORPORATION
and GLEN*** HERNANDEZ,**
Respondents.

Promulgated:

22 JUN 2015 *Alarcabaloq Perfecto*

X-----X

DECISION

DEL CASTILLO, J.: *Medina*

- * Also referred to as Rosario Dumain in some parts of the records.
- ** Also referred to as Dindo Orsabia in some parts of the records.
- *** Also referred to as Romeop Onanab in some parts of the records.
- **** Also referred to as Armando Liforada in some parts of the records.
- ***** Per Special Order No. 2067 dated June 22, 2015.
- ***** Petitioners Rosario Dumas, Ramilo Fajardo, Romeo Onanad, Alex Colocado, Jojo Pacatang and Isabino B. Alarma, Jr. did not sign the verification and certification of non-forum shopping in the Petition before this Court. However, we find no need to drop them as parties in view of our disposition denying the present Petition and affirming the assailed CA Decision and Resolution.
- ***** Per Special Order No. 2056 dated June 10, 2015.
- ***** Also referred to as Glenn Hernandez in some parts of the records.

Procedural rules should be relaxed if only to serve the ends of justice.

This Petition for Review on *Certiorari*¹ assails the November 30, 2010 Decision² of the Court of Appeals (CA) in CA-G.R. SP No. 111536 affirming the February 23, 2009 Decision³ and August 4, 2009 Resolution⁴ of the National Labor Relations Commission (NLRC), which granted respondents' appeal from the April 24, 2008 Decision⁵ of the Labor Arbiter and ordered the dismissal of petitioners' complaint for illegal dismissal. Likewise assailed is the February 3, 2011 CA Resolution⁶ which denied petitioners' Motion for Reconsideration of the said CA Decision.

Antecedent Facts

Respondent Ace Promotion and Marketing Corporation (APMC), with respondent Glen Hernandez as its President, is a contractor engaged in the deployment of workers to various companies to promote the latter's products through promotional and merchandising services. In pursuance of its business, APMC entered into a Promotional Contract⁷ with Delfi Marketing, Inc.⁸ (Delfi) whereby the former undertook to conduct promotional activities for the latter's confectionery products. For this purpose, APMC employed workers, including petitioners Marlon Beduya, Rosario Dumas, Alex Leonoza, Alvin Abuyot, Dindo Ursabia, Bernie Bosona, Romeo Onanad, Armando Liporada, Frankfer Odulio, Marcelo Mata, Alex Colocado, Jojo Pacatang, Randy Genodia and Isabino B. Alarma, Jr. (petitioners), as merchandisers and assigned them to various retail outlets and supermarkets under fixed-term employment contracts. The last contracts of employment⁹ that petitioners signed were until January 30, 2007.

In a letter¹⁰ dated December 27, 2006, Delfi notified APMC that their Promotional Contract will expire effective January 31, 2007. On January 29, 2007, APMC informed petitioners, among other workers, that their last day of work would be on January 30, 2007.

¹ *Rollo*, pp. 14-31.

² *CA rollo*, pp. 248-256; penned by Associate Justice Japar B. Dimaampao and concurred in by Presiding Justice Andres B. Reyes, Jr. and Associate Justice Jane Aurora C. Lantion.

³ *Records*, Vol. 1, pp. 220-238; penned by Presiding Commissioner Benedicto R. Palacol and concurred in by Commissioner Isabel G. Panganiban-Ortiguerra, with Commissioner Nieves E. Vivar-De Castro, dissenting.

⁴ *Id.* at 307-310.

⁵ *Id.* at 203-213; penned by Labor Arbiter Ramon Valentin C. Reyes.

⁶ *CA rollo*, pp. 273-274.

⁷ *Records*, Vol. I, pp. 87-93.

⁸ Also referred to as Delfi Foods, Inc. in some parts of the records.

⁹ *Records*, Vol. I, pp. 94-127 and 200.

¹⁰ *Id.* at 128.

Proceedings before the Labor Arbiter

Before the Labor Arbiter, three separate complaints¹¹ for illegal dismissal and money claims against respondents were filed by petitioners and by other employees (complainants) whose employment was terminated allegedly by reason of the expiration of APMC's contract with Delfi. The said complaints, docketed as NLRC-NCR Case Nos. 00-02-01022-07, 00-02-0185-07 and 00-03-02756-07, were consolidated.

In their Position Paper,¹² complainants alleged that: they are regular employees of APMC, having continuously worked in APMC since 1997; they are *bona fide* members of the Social Security System (SSS) and the company's Home Development Mutual Fund (HDMF); the expiration of the Promotional Contract between APMC and Delfi does not automatically result in their dismissal; and, the said Promotional Contract is still subsisting as new workers were hired as their replacements. All of the complainants asked for wage differentials, claiming that part of their wages were unlawfully withheld unless they sign a waiver and quitclaim in favor of APMC, while 18 of them additionally prayed for recovery of unpaid ECOLA.

Respondents, on the other hand, countered that APMC is a legitimate job contractor that hires employees for a specific job on a contractual basis. With respect to complainants, respondents claimed that they were duly apprised of the contractual nature of their employment, its duration, working hours, basic salaries, and the basic work policies as stipulated in their contracts of employment. And since complainants were hired as merchandisers for Delfi, their employment automatically ended when APMC's Promotional Contract with Delfi expired. On the complainants' allegation of continuous employment, respondents explained that, indeed, complainants were previously engaged as merchandisers for a client, Goya, Inc. (Goya). But when Goya's business interest was sold to Delfi, complainants' fixed-term employment contracts also accordingly expired. They were then rehired and reassigned to Delfi, again on a fixed-term basis, which employment was necessarily terminated upon the end of the term. In view of this, respondents denied liability over complainants' money claims, damages, and attorney's fees.

In a Decision¹³ dated April 24, 2008, the Labor Arbiter, after finding no credible evidence to prove that they were employed on a contractual basis, declared complainants to have been illegally dismissed. He found unconvincing APMC's allegation that complainants' employment was terminated due to the expiration of its contract with Delfi considering that it continued to hire new

¹¹ Id. at 2-5, 14-15 and 23.

¹² Id. at 28-34; signed by only 26 out of the 34 employees who filed the same.

¹³ Id. at 203-213.

employees as replacements for complainants. This, the Labor Arbiter opined, infringed upon complainants' right to security of tenure. On the other hand, he viewed complainants' continuous employment with APMC for a considerable length of time and the fact that they are SSS and HDMF members, as indications of their being regular employees. Thus, he ordered complainants' reinstatement or payment of separation pay, payment of backwages, unpaid wages, ECOLA, moral and exemplary damages, and attorney's fees. The dispositive portion of the Labor Arbiter's Decision reads:

WHEREFORE, premises all considered, judgment is hereby rendered finding the dismissal illegal and ordering respondents, as follows:

1. To reinstate complainants to their former position with full backwages to be reckoned from the date of their dismissal up to the finality of this decision.
2. In the alternative, to pay them x x x their backwages plus separation pay equivalent to half month salary for every year of service if employment is no longer tenable.
3. To pay the named eighteen (18) employees x x x their unpaid ECOLA for one (1) year.
4. To pay complainants x x x their unpaid wages for fifteen (15) days.
5. To pay moral damages in the amount of ₱10,000.00 each.
6. To pay exemplary damages [in] the [amount] of ₱5,000.00 each.
7. To pay attorney's fees equivalent to 10% of the total monetary award.

The computation of the monetary award as computed by the Computation Division of this Office is attached hereto and forms part of this decision.

SO ORDERED.¹⁴

Proceedings before the National Labor Relations Commission

Respondents filed a Memorandum of Appeal with Motion for Reduction of Bond¹⁵ with the NLRC. They maintained that complainants were contractual employees. As such, their contracts of employment were terminated upon the expiration of APMC's Promotional Contract with Delfi. Anent their motion for reduction of appeal bond, respondents contended that the awards granted to complainants amounting to ₱6,269,856.89 should be decreased considering that:

¹⁴ Id. at 212-213.

¹⁵ Records, Vol. 2, pp. 3-35.

(1) eight complainants did not sign the position paper submitted to the Labor Arbiter and therefore, the monetary awards given in their favor should be excluded in the computation of the total award; (2) nine complainants already withdrew their complaints as shown by their Affidavits of Desistance;¹⁶ (3) assuming that separation pay was correctly awarded, the computation thereof should start from year 2003 when complainants started working for Goya and not from year 1997 as computed by the Labor Arbiter; and (4) the backwages should be computed only up to January 31, 2007 or up to the expiration of the Promotional Contract with Delfi and not until July 31, 2008. Respondents attached a supersedeas bond¹⁷ in the amount of ₱437,210.00 along with their appeal.

In their Opposition with Motion to Dismiss Appeal,¹⁸ complainants prayed for the dismissal of respondents' appeal based on insufficiency of the bond posted. This thus resulted in the non-perfection of the appeal, and consequently, the Labor Arbiter's Decision had become final and executory.

Without acting on respondents' motion for reduction of bond and the complainants' opposition thereto, the NLRC rendered a Decision¹⁹ on February 23, 2009 finding complainants to be contractual employees hired for a specific duration. The NLRC noted that complainants were duly informed at the commencement of their employment that they were hired for a definite period and for a specific project, *i.e.*, Delfi, and that they voluntarily agreed to these and the other terms of their employment contracts. Hence, when the specific project or undertaking for which they were hired ceased, their employment also ceased. They were therefore not illegally dismissed. In the ultimate, the NLRC reversed the Labor Arbiter's Decision and dismissed the complaints for illegal dismissal. It, however, affirmed the awards of unpaid wages and ECOLA in favor of complainants. Thus:

WHEREFORE, premises considered, judgment is hereby rendered GRANTING the instant appeal. The Decision of the Labor Arbiter dated 24 April 2008 is hereby reversed and set aside, and a new one is issued dismissing the complaint. Respondents-Appellants are, however, directed to cause the immediate satisfaction of complainants-appellees' unpaid wages for fifteen (15) days and ECOLA for one (1) year.

SO ORDERED.²⁰

In their Motion for Reconsideration,²¹ complainants maintained that the ₱437,210.00 appeal bond is insufficient and unreasonable in relation to the total

¹⁶ Id. at 595-603.

¹⁷ Id. at 605.

¹⁸ Records, Vol. 1, pp. 248-249.

¹⁹ Id. at 220-238.

²⁰ Id. at 237.

²¹ Id. at 240-249.

monetary award of □6,269,856.89, which should have warranted the dismissal of respondents' appeal. Complainants likewise pointed out that the NLRC gravely abused its discretion when it did not resolve respondents' motion to reduce bond and their opposition thereto with motion to dismiss before rendering its decision granting the appeal. Complainants' Motion for Reconsideration was, however, denied by the NLRC in its Resolution²² dated August 4, 2009.

Proceedings before the Court of Appeals

Some of the complainants, including petitioners, filed a Petition for *Certiorari*²³ with the CA. They insisted that the NLRC gravely abused its discretion in granting respondents' appeal despite the latter's failure to perfect the same since the appeal bond filed was grossly insufficient and inadequate. Consequently, the Labor Arbiter's Decision had already become final and executory.

On November 30, 2010, the CA rendered a Decision²⁴ dismissing the petition. It found respondents' willingness and good faith in complying with the requirements as sufficient justification to relax the rule on posting of an appeal bond. Moreover, the CA agreed with the NLRC in finding that complainants were not illegally dismissed. The termination of their employment was simply brought about by the expiration of the fixed period stipulated in their contracts that they voluntarily signed after the terms thereof were fully explained to them.

Complainants' Motion for Reconsideration²⁵ was denied by the CA in its Resolution²⁶ of February 3, 2011.

Thus, petitioners, from among all the complainants, are now before this Court through the present Petition.

Issues

(a)

WHETHER X X X THE FILING OF APPEAL WITH MOTION TO REDUCE APPEAL BOND WILL TOLL THE RUNNING OF THE PERIOD TO PERFECT AN APPEAL

²² Id. at 307-310.

²³ CA *rollo*, pp. 3-18.

²⁴ Id. at 248-256.

²⁵ Id. at 257-260.

²⁶ Id. at 273-274.

(b)

WHETHER X X X AN APPEAL BOND IN THE AMOUNT OF ₱473,210.00 IS REASONABLE IN RELATION TO [A POSSIBLE] MONETARY AWARD OF ₱6,269,856.00

(c)

WHETHER X X X THE DECISION RENDERED BY THE LABOR ARBITER IS DEEMED FINAL AND EXECUTORY AS THE APPEAL WAS NOT PERFECTED

(d)

WHETHER X X X IT IS PROCEDURALLY CORRECT TO PASS JUDGMENT ON A CASE WHEN THERE IS STILL A PENDING MOTION TO BE RESOLVED²⁷

For respondents' alleged failure to comply with the jurisdictional requirements on appeal bonds, petitioners maintain that the NLRC did not acquire jurisdiction over respondents' appeal. Moreover, they claim that the NLRC erred in resolving the merits of the appeal without first ruling on respondents' motion to reduce appeal bond and their opposition thereto with motion to dismiss.

Our Ruling

The Petition has no merit.

Article 223 of the Labor Code provides:

ART. 223. Appeal. — Decisions, awards, or orders of the Labor Arbiter are final and executory unless appealed to the Commission by any or both parties within ten (10) calendar days from receipt of such decisions, awards, or orders. Such appeal may be entertained only on any of the following grounds:

- (a) If there is prima facie evidence of abuse of discretion on the part of the Labor Arbiter;
- (b) If the decision, order or award was secured through fraud or coercion, including graft and corruption;
- (c) If made purely on questions of law; and
- (d) If serious errors in the finding of facts are raised which would cause grave or irreparable damage or injury to the appellant.

In case of a judgment involving a monetary award, an appeal by the employer may be perfected only upon the posting of a cash or surety bond issued by a reputable bonding company duly accredited by the Commission

²⁷ *Rollo*, p. 22.

in the amount equivalent to the monetary award in the judgment appealed from.

x x x x. (Emphasis supplied)

While Sections 4(a) and 6 of Rule VI of the 2005 Revised Rules of Procedure of the NLRC provide:

SECTION 4. REQUISITES FOR PERFECTION OF APPEAL. □ (a) The Appeal shall be: 1) filed within the reglementary period as provided in Section 1 of this Rule; 2) verified by appellant himself in accordance with Section 4, Rule 7 of the Rules of Court, as amended; 3) in the form of a memorandum of appeal which shall state the grounds relied upon and the arguments in support thereof, the relief prayed for, and with a statement of the date the appellant received the appealed decision, resolution or order; 4) in three (3) legibly written or printed copies; and 5) accompanied by i) proof of payment of the required appeal fee; ii) posting of a cash or surety bond as provided in Section 6 of this Rule; iii) a certificate of non-forum shopping; and iv) proof of service upon the other parties.

x x x x

SECTION 6. BOND. □ In case the decision of the Labor Arbiter or the Regional Director involves a monetary award, an appeal by the employer may be perfected only upon the posting of a bond which shall either be in the form of cash deposit or surety bond equivalent in amount to the monetary award, exclusive of damages and attorney's fees.

x x x x

No motion to reduce bond shall be entertained except on meritorious grounds, and only upon the posting of a bond in a reasonable amount in relation to the monetary award.

The mere filing of a motion to reduce bond without complying with the requisites in the preceding paragraphs shall not stop the running of the period to perfect an appeal.

It is thus clear from the foregoing that the filing of supersedeas bond for the perfection of an appeal is mandatory and jurisdictional and failure to comply with this requirement renders the decision of the Labor Arbiter final and executory.²⁸ However, this Court, in many cases,²⁹ has relaxed this stringent requirement

²⁸ *Quiambao v. National Labor Relations Commission*, 324 Phil. 455, 461 (1996).

²⁹ *Grand Asian Shipping Lines, Inc. v. Galvez*, G.R. No. 178184, January 29, 2014, 715 SCRA 1; *Mendoza v. HMS Credit Corporation*, G.R. No. 187232, April 17, 2013, 696 SCRA 794; *Pasig Cylinder Manufacturing Corporation v. Rollo*, G.R. No. 113631, September 8, 2010, 630 SCRA 320; *Nicol v. Footjoy Industrial Corporation*, 555 Phil. 275 (2007); *Nueva Ecija I Electric Cooperative, Inc. v. National Labor Relations Commission*, 380 Phil. 44 (2000); *Rosewood Processing, Inc. v. National Labor Relations Commission*, 352 Phil. 1013 (1998); *Fernandez v. National Labor Relations Commission*, 349 Phil. 65 (1998); and, *Manila Mandarin Employees Union v. National Labor Relations Commission*, 332 Phil. 354 (1996).

whenever justified. Thus, the rules, specifically Section 6 of Rule VI of the 2005 Revised Rules of Procedure of the NLRC, allows the reduction of the appeal bond subject to the conditions that: (1) the motion to reduce the bond shall be based on meritorious grounds; and (2) a reasonable amount in relation to the monetary award is posted by the appellant. Otherwise, the filing of a motion to reduce bond shall not stop the running of the period to perfect an appeal. Still, the rule that the filing of a motion to reduce bond shall not stop the running of the period to perfect an appeal is not absolute.³⁰ The Court may relax the rule under certain exceptional circumstances which include fundamental consideration of substantial justice, prevention of miscarriage of justice or of unjust enrichment and special circumstances of the case combined with its legal merits, and the amount and the issue involved.³¹ Indeed, in meritorious cases, the Court was propelled to relax the requirements relating to appeal bonds such as when there are valid issues raised in the appeal³² and in the absence of any valid claims against the employer.³³

In the case at bench, the Court finds that respondents' motion to reduce appeal bond was predicated on meritorious and justifiable grounds. First, the fact that eight complainants failed to verify or affix their signatures on the position paper filed before the Labor Arbiter merits the exclusion of the monetary awards adjudged to them. In *Martos v. New San Jose Builders, Inc.*,³⁴ it was held that the failure of some of the complainants therein to verify their position paper submitted before the Labor Arbiter brought about the dismissal of the complaint as to them who did not verify. The Court went on to say that their negligence and passive attitude towards the rule on verification amounted to their refusal to further prosecute their claims. Second, the withdrawal of seven complainants³⁵ in this case likewise warrants the reduction of the monetary award rendered against respondents. Suffice it to say that the said seven complainants are bound by the Affidavits of Desistance which are presumed to have been freely and voluntarily executed by them. Accordingly, they no longer participated in the subsequent proceedings after having received their last salaries and due benefits.

Petitioners, however, posit that the amount of the appeal bond posted, *i.e.*, ₱437,210.00, is unreasonable and inadequate vis-a-vis the total monetary award of ₱6,269,856.83. What they consider as reasonable percentage of the total monetary award is at least 30% thereof.

³⁰ *Garcia v. KJ Commercial*, G.R. No. 196830, February 29, 2012, 667 SCRA 396, 411.

³¹ *Intertranz Container Lines, Inc. v. Bautista*, G.R. No. 187693, July 13, 2010, 625 SCRA 75, 84.

³² *YBL (Your Bus Line) v. National Labor Relations Commission*, 268 Phil. 169, 173-174. (1990).

³³ *Semblante v. Court of Appeals, 19th Division*, G.R. No. 196426, August 15, 2011, 655 SCRA 444, 451-452.

³⁴ G.R. No. 192650, October 24, 2012, 684 SCRA 561, 574-578.

³⁵ Although as alleged by respondents, there were indeed nine complainants who withdrew their complaints, two of them were already among the other eight complainants who failed to verify the Position Paper filed with the Labor Arbiter.

In the recent case of *Mcburnie v. Ganzon*,³⁶ the Court has set a provisional percentage of 10% of the monetary award, exclusive of damages and attorney's fees, as a reasonable amount of bond that an appellant should post pending resolution by the NLRC of a motion to reduce bond. It is only after the posting of this bond that an appellant's period to perfect an appeal is suspended. Here, after deducting from the total monetary award the amount of attorney's fees and the amounts awarded to those complainants who did not verify their position papers and those who had withdrawn their complaints, the total monetary award amounts to only more than ₱3 million.³⁷ Hence, the appeal bond of ₱437,210.00 posted by respondents is in fact even more than 10% of the said total monetary award. Thus, applying the same parameter set in *Mcburnie*, the Court finds the amount of bond posted by respondents in the present case to be reasonable.

In any event, the Court notes that in *Mcburnie*, it was held that the required 10% of the monetary award as appeal bond is merely provisional given that the NLRC still retains the authority to exercise its full discretion to resolve a motion for the reduction of bond and determine the final amount of bond that should be

³⁶ G.R. Nos. 178034 & 178117, 186984-85, October 17, 2013, 707 SCRA 646, 677.

³⁷ A.

Total Monetary Award as computed by the Labor Arbiter	₱6,269,856.89
Less:	
Attorney's Fees	-569,986.99
Total of the awards made in favor of the eights complainants who did not verify the Position Paper filed with Labor Arbiter and of the seven complainants who withdrew their complaints (See Table B)	<u>-2,423,649.60</u>
TOTAL MONETARY AWARD	₱3,276,220.30

B.

Complainants who did not verify the Position Paper filed with the Labor Arbiter	Amount of Award
1. Rex Antoque	₱149,064.14
2. Roberto Corpuz	149,064.14
3. Renato Premacio	166,074.64
4. Dindo Ursabia	158,866.14
5. Frederick Barquilla	180,777.64
6. Juanito Amado	170,975.64
7. Romeo Onanab	149,064.14
8. Rolando Soron	180,777.64
Complainants who withdrew their complaints	
1. Cecilio Bantilan	180,777.64
2. Nemesio Cordero	144,163.14
3. Gil Balbadores	180,777.64
4. Joey Gutierrez	161,173.64
5. Dionelito Cadiliz	153,965.14
6. Edgardo Abeleda	149,064.14
7. Rey Antonio Goncena	<u>149,064.14</u>
TOTAL	₱2,423,649.60

See Computation of Monetary Awards as per Decision of Labor Arbiter Valentin C. Reyes, records, vol. I, pp. 213-A to 213-C.

posted by an appellant in accordance with the standards of meritorious grounds and reasonable amount.³⁸

In consideration of the foregoing, the Court finds no merit in petitioners' contention that the NLRC failed to establish its jurisdictional authority over respondents' appeal. Again, the filing of a motion to reduce bond predicated on meritorious grounds coupled with the posting of a reasonable amount of cash or surety bond suffice to suspend the running of the period within which to appeal. As discussed, respondents in this case have substantially complied with these requirements and, on account thereof, their appeal from the Labor Arbiter's Decision was timely filed. Clearly, the NLRC was conferred with jurisdiction over respondents' appeal thus placing the same within the power of the said labor tribunal to review.

With respect to the NLRC's failure to initially act upon respondents' motion to reduce bond and petitioners' opposition thereto with motion to dismiss, suffice it to say that the same did not divest the NLRC of its authority to resolve the appeal on its substantive matters. After all, the NLRC is not bound by technical rules of procedure and is allowed to be liberal in the application of its rules in deciding labor cases.³⁹ Further, the NLRC is mandated to use every and all reasonable means to ascertain the facts in each case speedily and objectively, without regard to technicalities of law or procedure, all in the interest of due process.⁴⁰

Coming now to the substantive matters, the Court finds that the CA correctly affirmed the NLRC Decision which granted respondents' appeal and dismissed the illegal dismissal complaints. As aptly found by them, petitioners were fixed-term employees whose respective contracts of employment had already expired. Therefore, there can be no illegal dismissal to speak of. The following observations made by the CA were supported by substantial evidence on record, *viz.*:

We find and so rule that private respondents are independent contractors, and petitioners were deployed to Delfi Foods to render various services. This was admitted by petitioners during the proceedings before the labor tribunal. The relationship between the parties is governed by the *Employment Contract* which petitioners voluntarily signed before being deployed at Delfi Foods.

The NLRC extensively quoted the aforesaid contract which primarily provided that petitioners' employment was for a fixed period, that is, from 1 December 2006 until 30 January 2007. Significantly, no allegations were made that petitioners were forced or pressured into affixing their signatures upon the contract. There is likewise no concrete proof that private respondents prevailed

³⁸ *McBurnie v. Guanzon*, supra note 36 at 672.

³⁹ *Opinaldo v. Ravina*, G.R. No. 196573, October 16, 2013, 707 SCRA 545, 558.

⁴⁰ NLRC REVISED RULES OF PROCEDURE, Rule VII, Section 10.


upon petitioners, exercising moral dominance over the latter, to accept the conditions set forth in the said contract. Having accepted the terms thereof, petitioners were bound by its unequivocal stipulation that their employment was not permanent, but would expire at the end of the fixed period.⁴¹

WHEREFORE, the Petition is **DENIED**. The November 30, 2010 Decision and February 3, 2011 Resolution of the Court of Appeals in CA-G.R. SP No. 111536 are **AFFIRMED**.

SO ORDERED.


MARIANO C. DEL CASTILLO
Associate Justice

WE CONCUR:


ANTONIO T. CARPIO
Associate Justice
Chairperson


JOSE PORTUGAL PEREZ
Associate Justice


JOSE CATRAL MENDOZA
Associate Justice


FRANCIS H. JARDELEZA
Associate Justice

⁴¹ CA rollo, pp. 253-254.

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.



ANTONIO T. CARPIO
Associate Justice
Chairperson

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.



MARIA LOURDES P. A. SERENO
Chief Justice

