



Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

SOLIDBANK UNION,
EVANGELINE J. GABRIEL,
EVELYN A. SIA,
TERESITA C. LUALHATI,
ISAGANI P. MAKISIG,
REY S. PASCUA,
MA. VICTORIA M. VIDALLON,
AUDREY A. ALJIBE,
REY ANTHONY AMPARADO,
JOSE A. ANTENOR,¹
AUGUSTO D. ARANDIA, JR.,
RUTH SHIELA M. BAGADIONG,
STEVE D. BERING,
ALAN ROY I. BUYCO,
MANOLO T. CABRERA,
RACHEL² M. CASTILLO,
VICTOR O. CHUA,
VIRGILIO CO, JR.,
LEOPOLDO DABAY,
HUBERT DIMAGIBA,
MA. LOURDES CECILIA EMPERADOR,³
FELIX B. ESTACIO, JR.,
JULIETA ESTRADA,
MARICEL EVALLA,
JOSE GUIADADIO,
ALEXANDER MARTINEZ,
JOSEPHINE M. ONG,
EDNA SARONG,
GREGORIO S. SECRETARIO,⁴
ROSIE UY,
ARVIN D. VALENCIA,
FERMIN JOSEPH⁵ B. VENTURA, JR.,
EMMANUEL C. YAPTANGCO,⁶
ERNESTO C. ZUÑIGA,
ALVIN E. BARICANOSA,
GEORGE MAXIMO P. BARQUEZ,

G.R. No. 153799

Present:

CARPIO, *Chairperson*,
BRION,
DEL CASTILLO,
PEREZ, *and*
PERLAS-BERNABE, *JJ.*

¹ Also spelled as Anteenor in some parts of the records.

² Also spelled as Rache in some parts of the records.

³ Also spelled as Emparador in some parts of the records.

⁴ Also spelled as Seecretario in some parts of the records.

⁵ Also spelled as Josseph in some parts of the records.

⁶ Also spelled as Yaptanco in some parts of the records.

**MA. ELENA G. BELLO,
MICHAEL MATTHEW BILLENA,
NEPTALI A. CADDARAO,
FERDINAND MEL S. CAPULONG,⁷
MA. EDNA V. DATOR,
RANIEL⁸ DAYAO,
RAGCY L. DE GUZMAN,
LUIS E. DELOS SANTOS,
CAROLINA DIZON,
JOCELYN L. ESTROBO,
MINERVA S. FALLARME,
HERNANE C. FERMOCIL,
RACHEL B. FETIZANAN,
SAMUEL A. FLORENTINO,
JOEL S. GARMINO,
LESTER MARK Z. GATCHALIAN,
GONZALO GUINIT,
FERDINAND S. HABIJAN,
JUN HERNANDEZ,
MA. ANGELA JALANDONI,⁹
MANUEL LIM,
MA. LOURDES LIM,
EMERSON LUNA,
NOLASCO MACATANGAY,
NORMAN MAÑACO,
CHERRY LOU MANGROBANG,
EDMUNDO MARASIGAN,
ALLEN M. MARTINEZ,
ARLENE P. NOBLE,
SHIRLEY ONG,
LOTIZ E. ORTIZ LUIS,
PABLITO PALO,
GEOFFREY PRADO,
OMEGA MELANIE QUINTANO,
AGNES A. RAMIREZ,
RICARDO D. RAMIREZ,
DANIEL O. RAQUEL,
RAMON REYES,
SALVACIO ROGADO,
ELMOR R. ROMANA, JR.,
LOURDES U. SALVADOR,
ELMER S. SAYLON,**

⁷ Also spelled as Capuling in some parts of the records.

⁸ Also spelled as Praniel in some parts of the records.

⁹ Also spelled as Jalanddoni in some parts of the records.

**BENNARD SIMBULAN,
MA. LOURDES ROCEL SOLIVEN,
EMILY¹⁰ C. SUYAT,
RAYMOND¹¹ D. TANAY,
JOCELYN Y. TAN,
CANDIDO G. TISON,
MA. THERESA¹² O. TISON,
EVELYN T. UYLANGCO,
MERVIN S. BAUTISTA,
LEOPOLDO DE LA ROSA,
DOROTEO FROILAN and
JULIETE L. JUBAC,**
Petitioners,

- versus -

**METROPOLITAN BANK AND TRUST
COMPANY,**
Respondent.

X ----- X

**METROPOLITAN BANK AND TRUST
COMPANY,**
Petitioner,

G.R. No. 157169

- versus -

**SOLIDBANK UNION,
EVANGELINE J. GABRIEL,
EVELYN A. SIA,
TERESITA C. LUALHATI,
ISAGANI P. MAKISIG,
REY S. PASCUA,
MA. VICTORIA M. VIDALLON,
AUDREY A. ALJIBE,
REY ANTHONY AMPARADO,
JOSE A. ANTENOR,
AUGUSTO D. ARANDIA, JR.,
RUTH SHIELA M. BAGADIONG,
STEVE D. BERING,
ALAN ROY I. BUYCO,
MANOLO T. CABRERA,**

¹⁰ Also spelled as Emly in some parts of the records.

¹¹ Also spelled as Raymond in some parts of the records.

¹² Also spelled as Theres in some parts of the records.

**RACHEL M. CASTILLO,
VICTOR O. CHUA,
VIRGILIO Y. CO, JR.,
LEOPOLDO S. DABAY,
HUBERT V. DIMAGIBA,
MA. LOURDES CECILIA B. EMPARADOR,
FELIX B. ESTACIO, JR.,
JULIETA T. ESTRADA,
MARICEL G. EVALLA,
JOSE G. GUISADIO,
ALEXANDER A. MARTINEZ,
JOSEPHINE M. ONG,
EDNA M. SARONG,
GREGORIO S. SECRETARIO,
ROSIE C. UY,
ARVIN D. VALENCIA,
FERMIN JOSEPH B. VENTURA, JR.,
EMMANUEL C. YAPTANCO,
ERNESTO C. ZUÑIGA,¹³
ALVIN E. BARICANOSA,
GEORGE MAXIMO P. BARQUEZ,
MA. ELENA G. BELLO,
MICHAEL MATTHEW B. BILLENA,
LEOPE L. CABENIAN,
NEPTALI A. CADDARAO,
FERDINAND MEL S. CAPULING,
MARGARETTE B. CORDOVA,
MA. EDNA V. DATOR,
RANIEL C. DAYAO,
RAGCY L. DE GUZMAN,
LUIS E. DELOS SANTOS,
CAROLINA C. DIZON,
MARCHEL S. ESQUEJO,¹⁴
JOCELYN L. ESTROBO,
MINERVA S. FALLARME,
HERNANE C. FERMOCIL,
RACHEL B. FETIZANAN,
SAMUEL A. FLORENTINO,
MENCHIE R. FRANCISCO,
JOEL S. GARMINO,
LESTER MARK Z. GATCHALIAN,
MA. GONZALO G. GUNIT,
FERDINAND S. HABIJAN,**

¹³ Also spelled as Zuniga in some parts of the records.

¹⁴ Also spelled as Esquejjo in some parts of the records.

**JUN G. HERNANDEZ,
LOURDES D. IBEAS,
MA. ANGELA L. JALANDONI,
JULIE T. JORNACION,
MANUEL C. LIM,
MA. LOURDES A. LIM,
EMERSON V. LUNA,
NOLASCO B. MACATANGAY,
NORAMN C. MANACO,
CHERRY LOU B. MANGROBANG,
MARASIGAN G. EDMUNDO,
ALLEN M. MARTINEZ,
EMELITA C. MONTANO,
ARLENE P. NOBLE,
SHIRLEY A. ONG,
LOTIZ E. ORTIZ LUIS,
PABLITO M. PALO,
GEOFFREY T. PRADO,
OMEGA MELANIE M. QUINTANO,
AGNES A. RAMIREZ,
RICARDO D. RAMIREZ,
DANIEL O. RAQUEL,
RAMON B. REYES,
SALVACIO N. ROGADO,
ELMOR R. ROMANA, JR.,
LOURDES U. SALVADOR,
ELMER S. SAYLON,
BENHARD E. SIMBULAN,
MA. TERESA S. SOLIS,
MA. LOURDES ROCEL E. SOLIVEN,
EMILY C. SUYAT,
RAYMOND D. TANAY,
JOCELYN Y. TAN,
CANDIDO G. TISON,
MA. THERES O. TISON,
EVELYN T. UYLANGCO,
MERVIN S. BAUTISTA,
LEOPOLDO V. DE LA ROSA,
DOROTEO S. FROILAN,
JULIETE L. JUBAC,
SOLID BANK CORPORATION and/or
its successor-in-interest, FIRST METRO
INVESTMENT CORPORATION,
DEOGRACIAS N. VISTAN and**

EDGARDO MENDOZA, JR.,

Respondents.

X ----- X

**SOLID BANK CORPORATION and/or
its successor-in-interest, FIRST METRO
INVESTMENT CORPORATION,
DEOGRACIAS N. VISTAN and
EDGARDO MENDOZA, JR.,**

Petitioners,

G.R. No. 157327

- versus -

**SOLIDBANK UNION and its dismissed
officers and members, namely:
EVANGELINE J. GABRIEL,
TERESITA C. LUALHATI,
ISAGANI P. MAKISIG,
REY S. PASCUA,
EVELYN A. SIA,
MA. VICTORIA M. VIDALLON,
AUDREY A. ALJIBE,
REY ANTHONY M. AMPARADO,
JOSE A. ANTEENOR,
AUGUSTO D. ARANDIA, JR.,
JANICE L. ARRIOLA,
RUTH SHIELA M. BAGADIONG,
STEVE D. BERING,
ALAN ROY I. BUYCO,
MANOLO T. CABRERA,
RACHEL M. CASTILLO,
VICTOR O. CHUA,
VIRGILIO Y. CO, JR.,
LEOPOLDO S. DABAY,
ARMAND V. DAYANG-HIRANG,
HUBERT V. DIMAGIBA,
MA. LOURDES CECILIA B. EMPARADOR,
FELIX B. ESTACIO, JR.,
JULIETA T. ESTRADA,
MARICEL G. EVALLA,
JOSE G. GUISADIO,
JOSE RAINARIO C. LAOANG,
ALEXANDER A. MARTINEZ,
JUAN ALEX C. NAMBONG,
JOSEPHINE M. ONG,**

**ARMANDO B. OROZCO,
ARLENE R. RODRIGUEZ,
NICOMEDES P. RUIZO, JR.,
DON A. SANTANA,
ERNESTO R. SANTOS, JR.,
EDNA M. SARONG,
GREGORIO S. SEECRETARIO,
ELLEN M. SORIANO,
ROSIE C. UY,
ARVIN D. VALENCIA,
FERMIN JOSSEPH B. VENTURA, JR.,
EMMANUEL C. YAPTANCO,
ERNESTO C. ZUNIGA,
ARIEL S. ABENDAN,
EMMA R. ABENDAN,
PAULA AGNES A. ANGELES,
JACQUILINE B. BAQUIRAN,
JENNIFER S. BARCENAS,
ALVIN E. BARICANOSA,
GEORGE MAXIMO P. BARQUEZ,
MA. ELENA G. BELLO,
RODERICK M. BELLO,
MICHAEL MATTHEW B. BILLENA,
LEOPE L. CABENIAN,
NEPTALI A. CADDARAO,
FERDINAND MEL S. CAPULING,
MARGARETTE B. CORDOVA,
MA. EDNA V. DATOR,
PRANIEL C. DAYAO,
RAGCY L. DE GUZMAN,
LUIS E. DELOS SANTOS,
CARMINA M. DEGALA,
EPHRAIM RALPH A. DELFIN,
KAREN M. DEOCERA,
CAROLINA C. DIZON,
MARCHEL S. ESQUEJJO,
JOCELYN L. ESTROBO,
MINERVA S. FALLARME,
HERNANE C. FERMOCIL,
RACHEL B. FETIZANAN,
SAMUEL A. FLORENTINO,
MENCHIE R. FRANCISCO,
ERNESTO U. GAMIEL,¹⁵
MACARIO RODOLFO N. GARCIA,**

¹⁵ Also spelled as Gamier in some parts of the records.

**JOEL S. GARMINO,
LESTER MARK Z. GATCHALIAN,
MA. JINKY P. GELERA,
MA. TERESA G. GONZALES,
GONZALO G. GUINIT,
EMILY H. GUINO-O,
FERDINAND S. HABIJAN,
JUN G. HERNANDEZ,
LOURDES D. IBEAS,
MA. ANGELA L. JALANDDONI,
JULIE T. JORNACION,
MANUEL C. LIM,
MA. LOURDES A. LIM,
EMERSON V. LUNA,
NOLASCO B. MACATANGAY,
NORMAN C. MANACO,
CHERRY LOU B. MANGROBANG,
MARASIGAN G. EDMUNDO,
ALLEN M. MARTINEZ,
EMELITA C. MONTANO,
ARLENE P. NOBLE,
SHIRLEY A. ONG,
LOTIZ E. ORTIZ LUIS,
PABLITO M. PALO,
MARY JAINE¹⁶ D. PATINO,
GEOFFREY T. PRADO,
OMEGA MELANIE M. QUINTANO,
ANES A. RAMIREZ,
RICARDO D. RAMIREZ,
DANIEL O. RAQUEL,
RAMON B. REYES,
SALVACION N. ROGADO,
ELMOR R. ROMANA, JR.,
LOURDES U. SALVADOR,
ELMER S. SAYLON,
BENHARD E. SIMBULAN,
MA. TERESA S. SOLIS,
MA. LOURDES ROCEL E. SOLIVEN,
EMLY C. SUYAT,
EDGAR ALLAN P. TACSUAN,
RAYMONDD D. TANAY,
JOCELYN Y. TAN,
CANDIDO G. TISON,
MA. THERESA O. TISON,**

¹⁶ Also spelled as Jane in some parts of the records.

**EVELYN T. UYLANGCO,
CION E. YAP,
MA. OPHELIA C. DE GUZMAN,
MA. HIDELISA P. IRA,
RAYMUND MARTIN A. ANGELES,
MERVIN S. BAUTISTA,
ELENA R. CONDEVILLAMAR,
CCHERRY T. CO,
LEOPOLDO V. DE LA ROSA,
DOROTEO S. FROILAN,
EMMANUEL B. GLORIA,
JULIETE L. JUBAC, and
ROSEMARIE L. TANG,**

Respondents.

X ----- X

**SOLIDBANK UNION,
EVANGELINE J. GABRIEL,
EVELYN A. SIA,
TERESITA C. LUALHATI,
ISAGANI P. MAKISIG,
REY S. PASCUA,
MA. VICTORIA M. VIDALLON,
AUDREY A. ALJIBE,
REY ANTHONY AMPARADO,
JOSE A. ANTENOR,
AUGUSTO D. ARANDIA, JR.,
RUTH SHIELA M. BAGADIONG,
STEVE D. BERING,
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RACHEL M. CASTILLO,
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VIRGILIO Y. CO, JR.,
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HUBERT V. DIMAGIBA,
MA. LOURDES CECILIA B. EMPERADOR,
FELIX B. ESTACIO, JR.,
JULIETA T. ESTRADA,
MARICEL G. EVALLA,
JOSE G. GUISADIO,
ALEXANDER A. MARTINEZ,
JOSEPHINE M. ONG,
EDNA M. SARONG,
GREGORIO S. SECRETARIO,**

G.R. No. 157506

**ARVIN D. VALENCIA,
FERMIN JOSEPH B. VENTURA, JR.,
EMMANUEL C. YAPTANGCO,
ERNESTO C. ZUÑIGA,
ALVIN E. BARICANOSA,
GEORGE MAXIMO P. BARQUEZ,
MA. ELENA G. BELLO,
MICHAEL MATTHEW B. BILLENA,
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JOEL S. GARMINO,
LESTER MARK Z. GATCHALIAN,
GONZALO GUINIT,
FERDINAND S. HABIJAN,
JUN G. HERNANDEZ,
MA. ANGELA L. JALANDONI,
MA. LOURDES A. LIM,
EMERSON V. LUNA,
NOLASCO B. MACATANGAY,
NORMAN C. MAÑACO,
CHERRY LOU MANGROBANG,
EDMUNDO G. MARASIGAN,
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LOTIZ E. ORTIZ LUIS,
PABLITO M. PALO,
GEOFFREY T. PRADO,
OMEGA MELANIE M. QUINTANO,
AGNES A. RAMIREZ,
RICARDO D. RAMIREZ,
DANIEL O. RAQUEL,
RAMON B. REYES,
SALVACIO N. ROGADO,
ELMOR R. ROMANA, JR.,**

**LOURDES U. SALVADOR,
ELMER S. SAYLON,
BENNARD E. SIMBULAN,
MA. LOURDES ROCEL E. SOLIVEN,
EMILY C. SUYAT,
RAYMOND D. TANAY,
JOCELYN Y. TAN,
CANDIDO G. TISON,
MA. THERESA O. TISON,
EVELYN T. UYLANGCO,
MERVIN S. BAUTISTA,
LEOPOLDO V. DE LA ROSA,
DOROTEO S. FROILAN and
JULIETE L. JUBAC,**

Petitioners,

- versus -

**METROPOLITAN BANK AND TRUST
COMPANY,**

Respondent.

Promulgated:

SEP 17 2012



X ----- X

DECISION

DEL CASTILLO, J.:

The issues presented in these consolidated petitions have been squarely resolved by this Court in its November 15, 2010 Decision in *Solidbank Corporation v. Gamier*.¹⁷ The said Decision constitutes *res judicata* in these consolidated petitions.

These petitions for review on *certiorari* assail the conflicting Decisions of the Court of Appeals (CA) in CA-G.R. SP Nos. 68054 and 68998. In CA-G.R. SP No. 68054, the CA's Second Division ruled that the public demonstration conducted by the employees on April 3, 2000 after the Secretary of Labor assumed jurisdiction over the labor dispute was a valid exercise of their



¹⁷ G.R. Nos. 159460 and 159461. November 15, 2010, 634 SCRA 554; penned by Associate Justice Martin S. Villarama, Jr. and concurred in by Associate Justices Conchita Carpio Morales, Arturo D. Brion, Lucas P. Bersamin, and Maria Lourdes P. A. Sereno, now Chief Justice.

constitutional rights to freedom of expression, to peaceful assembly, and to petition the government for redress of their grievances and, hence, their dismissal from employment was illegal. Said division of the CA thus set aside the ruling of the National Labor Relations Commission's (NLRC's) Second Division and reinstated the Decision¹⁸ dated March 16, 2001 of Labor Arbiter Luis D. Flores (Labor Arbiter Flores).

In CA-G.R. SP No. 68998, however, the Special Third Division of the CA held that the employees staged an illegal strike. It also held that Metropolitan Bank and Trust Company (Metrobank) could not be held jointly and solidarily liable with Solidbank Corporation (Solidbank) and First Metro Investment Corporation (First Metro) because each of them have separate and distinct legal personalities.

Factual Antecedents

Solidbank Union (Union) was a legitimate labor organization and the duly certified sole bargaining representative of all rank-and-file employees of Solidbank. On November 17, 1999, the Union and Solidbank negotiated for a new economic package for the remaining two years of the 1997-2001 collective bargaining agreement (CBA). However, the parties reached an impasse. Thus, on January 18, 2000, then Secretary of Labor Bienvenido E. Laguesma (Secretary Laguesma) assumed jurisdiction over the dispute and enjoined the parties from holding a strike or lockout or any activity which might exacerbate the situation.¹⁹

Thereafter, on March 24, 2000, Secretary Laguesma issued an Order²⁰ disposing as follows:

¹⁸ Records (G.R. No. 153799), Vol. I, pp. 436-453.

¹⁹ See Order of even date, id. at 50-51.

²⁰ Id. at 52-58.

WHEREFORE, premises considered, judgment is hereby issued:

- a. Directing Solidbank Corporation and Solidbank Union to conclude their Collective Bargaining Agreement for the years 2000 and 2001, incorporating the dispositions above set forth;
- b. Dismissing the unfair labor practice charge against Solidbank Corporation;
- c. Directing Solidbank to deduct or check-off from the employees' lump sum payment an amount equivalent to seven percent (7%) of their economic benefits for the first (1st) year, inclusive of signing bonuses, and to remit or turn over the said sum to the Union's authorized representative, subject to the requirements of check-off;
- d. Directing Solidbank to recall the show-cause memos issued to employees who participated in the mass actions if such memos were in fact issued.

SO ORDERED.²¹

Displeased with Secretary Laguesma's ruling, about 712 union members and officers skipped work in the morning of April 3, 2000 (a Monday) and trooped to his office in Intramuros, Manila, not only to accompany their lawyer in filing the Union's Motion for Reconsideration but also to stage a brief public demonstration. Other rank and file employees in the provincial branches of Solidbank also absented themselves from work that day.

Solidbank also filed its Motion for Reconsideration. With respect to the mass demonstration conducted by its employees, however, Solidbank perceived the same to be an illegal strike, a deliberate abandonment of work calculated to paralyze its operations. Thus, Solidbank issued a memorandum²² informing all the participants in the mass demonstration that they had put their jobs at risk. In another memorandum, Solidbank informed the employees that the bank was willing to take back those who would report for work on April 6, 2000.

²¹ Id. at 57-58.

²² See sample copy, id. at 181.

About 513 of the striking employees obliged with the second memorandum. With regard to the 199 employees who did not comply with the aforesaid memorandum, another memorandum²³ was issued requiring them to explain within 24 hours from notice thereof why they should not be dismissed from employment. Pending receipt of explanations, Solidbank placed the concerned employees under preventive suspension status.

On April 17, 2000, Solidbank dismissed all 199 employees.²⁴ Eventually, however, it re-admitted 70 employees, bringing down the number of dismissed employees to 129. On varying dates, some 21 employees executed a Release, Waiver, and Quitclaim²⁵ in favor of Solidbank.

On May 8, 2000, Secretary Laguesma issued an Order²⁶ denying the motions for reconsideration separately filed by Solidbank and the Union.

Meanwhile, First Metro and Solidbank entered into a merger agreement, with Solidbank as the surviving entity and First Metro ceasing to exist as a corporation. However, the surviving corporation was renamed First Metro Investment Corporation. Subsequently, Metrobank bought all banking-related assets and liabilities of Solidbank (renamed First Metro), which ceased operations on August 31, 2000.

Proceedings before the Labor Arbiter

On July 21, 2000, the Union, together with its members who were dismissed by Solidbank (hereinafter collectively referred to as complainants), filed, thru E. R. Jabla Law Offices, a Complaint for illegal dismissal²⁷ against

²³ See sample copy, id. at 180.

²⁴ See sample memorandum of even date, id. at 179.

²⁵ See sample copies, id. at 105-120.

²⁶ *Rollo* (G.R. No. 157169), pp. 1028-1029.

²⁷ Docketed as NLRC Case No. 30-07-02920-00; records (G.R. No. 153799), Vol. I, pp. 2-6.

Solidbank, its President and Chief Executive Officer Deogracias N. Vistan (Vistan), Senior Vice-President Diwata Castanos (Castanos), and First Metro. This complaint was subsequently amended by dropping 32²⁸ individual complainants and Castanos and by impleading Metrobank and its Assistant Vice-President for Human Resources Edgardo Mendoza, Jr. (Mendoza) as party respondents. Complainants contended that the mass demonstration they conducted was not a strike but was a legitimate exercise of their constitutional rights to freedom of expression, to peaceful assembly and to petition the government for redress of their grievances.

On September 29, 2000, Sycip Salazar Hernandez and Gatmaitan, representing the respondents in the Amended Complaint, filed a Position Paper with Motion to Dismiss (with respect to several individual complainants).²⁹ Said law firm asserted that Solidbank validly terminated the employment of those who participated in the strike which was illegal. And since the dismissal of said employees was based on justifiable cause, the Union's claim of unfair labor practice had no leg to stand on.

Said counsel further pointed out that on August 31, 2000, Solidbank ceased its banking operations. Consequently, pursuant to Article 283 of the Labor Code,³⁰ all of its employees were terminated from employment on said date.

²⁸ Namely: 1) Janice L. Arriola; 2) Rachel M. Castillo; 3) Armand V. Dayanhirang; 4) Hubert V. Dimagiba; 5) Juan Alex C. Nambong; 6) Armando B. Orozco; 7) Arlene R. Rodriguez; 8) Don A. Santana; 9) Ernesto R. Santos, Jr.; 10) Ellen M. Soriano; 11) Arvin D. Valencia; 12) Emmanuel C. Yaptangco; 13) Jacqueline B. Baquiran; 14) Jennifer S. Barcenas; 15) Alvin F. Baricanosa; 16) Ferdinand Mel S. Capulong; 17) Ma. Edna V. Dator; 18) Ragcy L. De Guzman; 19) Karen M. Deocera; 20) Ernesto U. Gamiel; 21) Ma. Jinky P. Gelera; 22) Gonzalo G. Guinit; 23) Emily H. Guinoo; 24) Lourdes D. Ibeas; 25) Ma. Angela L. Jalandoni; 26) Allen M. Martinez; 27) Jocelyn Y. Tan; 28) Cion E. Yap; 29) Ma. Ophelia C. De Guzman; 30) Elena R. Condevillamar; 31) Emmanuel B. Gloria and 32) Rosemarie L. Tang.

²⁹ Records (G.R. No. 153799), Vol. I, pp. 27-49.

³⁰ Article 283. *Closure of establishment and reduction of personnel.* – The employer may also terminate the employment of any employee due to the installation of labor-saving devices, redundancy, retrenchment to prevent losses or the closing or cessation of operation of the establishment or undertaking unless the closing is for the purpose of circumventing the provisions of this Title, by serving a written notice on the workers and the Ministry of Labor and Employment at least one (1) month before the intended date thereof. x x x

Ruling of the Labor Arbiter

On March 16, 2001, Labor Arbiter Flores rendered his Decision³¹ declaring the disputed April 3, 2000 incident not a strike but a mere expression of the employees' displeasure over the Secretary's ruling; that the 24-hour deadline imposed by Solidbank within which the employees should submit their written explanation was not sufficient to give them reasonable opportunity to refute the charges against them; and that Solidbank was guilty of unfair labor practice for using union membership as one of the bases for recalling or terminating employment. Accordingly, he awarded full backwages and attorney's fees in favor of the employees. The dispositive portion of the Labor Arbiter's Decision reads as follows:

WHEREFORE, premises considered, judgment is hereby rendered declaring complainants' dismissal as illegal and unjustified and ordering the respondents Solid Bank Corporation and/or its successor-in-interest First Metro Investment Corporation and/or Metropolitan Bank and Trust Company and/or Deogracias Vistan and/or Edgardo Mendoza to reinstate complainants to their former positions. Concomitantly, said respondents are hereby ordered to jointly and severally pay the complainants their full backwages and other employee's benefits from the time of their dismissal up to the date of their actual reinstatement; payment of ten (10%) percent attorney's fees; payment of ONE HUNDRED FIFTY THOUSAND PESOS (₱150,000.00) each as moral damages and ONE HUNDRED THOUSAND PESOS (₱100,000.00) each as exemplary damages which are computed, at the date of this decision in the amount of THIRTY THREE MILLION SEVEN HUNDRED NINETY FOUR THOUSAND TWO HUNDRED TWENTY TWO PESOS and 80/100 (₱33,794,222.80), by the Computation and Examination Unit of this branch and becomes an integral part of this Decision.

SO ORDERED.³²

Then on April 26, 2001, complainants filed an Urgent Motion for the Issuance of A Writ of Execution³³ seeking the immediate enforcement of the Labor Arbiter's Decision insofar as the reinstatement aspect was concerned.

³¹ Records (G.R. No. 153799), Vol. I, pp. 436-453.

³² Id. at 452-453.

³³ Id. at 462-464.

Proceedings before the National Labor Relations Commission

Solidbank and Metrobank separately filed their appeal. In its Memorandum of Appeal,³⁴ Solidbank imputed to Labor Arbiter Flores grave abuse of discretion in concluding that the concerted action of the complainants was a mere expression of displeasure and not a strike in defiance of Secretary Laguesma's assumption order. Solidbank likewise alleged that the Labor Arbiter erred in holding that it was guilty of unfair labor practice; that complainants were denied due process of law; that the 21 individual complainants who voluntarily settled their claims against the bank were still entitled to the avails of the suit; that complainants were entitled to damages and attorney's fees; and, that the officers of the bank were solidarily liable with it.

Metrobank, for its part, argued that it had a separate and distinct personality from Solidbank and First Metro and, hence, could not be held solidarily liable with said entities. It also claimed that the labor tribunal did not acquire jurisdiction over its person because it was not served with summons. Metrobank stressed that it never engaged the services of Sycip Salazar Hernandez and Gatmaitan and only learned of the pending case when it was informed by First Metro about it. For these reasons, Metrobank contended that the assailed Decision of the Labor Arbiter was null and void insofar as it was concerned.

Metrobank likewise claimed that the complaint should have been outrightly dismissed for violating the rule against forum shopping, as six³⁵ of the complainants had earlier filed illegal dismissal cases. Moreover, each of the complainants failed to sign the certificate of non-forum shopping. It also echoed the contentions of Solidbank contained in the latter's Memorandum of Appeal.

³⁴ Records (G.R. No. 153799), Vol. II, pp. 16-64.

³⁵ Namely, Jose A. Antenor (RAB Case No. 05-10414-00), Elena R. Condevillamar and Janice L. Arriola (NLRC NCR Case No. 30-05-03002-00), Ma. Ophelia De Guzman (NLRC Case No. 30-05-02253-00), Rosemarie L. Tang (SUB-RAB-05-05-00147-00), Juan Alex C. Nambong (NLRC NCR Case No. 30-04-01808-00), and Ernesto Gamier (NLRC NCR Case No. 30-04-01891-00).

On May 21, 2001, the Labor Arbiter issued a Partial Writ of Execution,³⁶ ordering the reinstatement of the dismissed employees to their former positions. Whereupon, Metrobank filed a Motion³⁷ seeking to restrain the enforcement of said writ.

Solidbank likewise filed an Urgent Motion (to Quash or Recall Writ of Execution),³⁸ claiming that the positions previously held by the complainants were no longer available because Solidbank had already ceased operations.

The complainants thereafter filed their Answer (To Respondents-Appellants' Memoranda of Appeal).³⁹

On July 23, 2001, the NLRC's Second Division rendered its Decision⁴⁰ finding the dismissal of the complainants valid. It opined that the mass action held on April 3, 2000 was a strike within the contemplation of Article 212(o)⁴¹ of the Labor Code and in violation of the Secretary of Labor's January 18, 2000 assumption order. Notably, however, the NLRC Second Division still awarded separation benefits in favor of the complainants on equitable grounds.

The NLRC Second Division likewise ruled that Solidbank did not interfere with complainants' right to self-organization and, hence, did not commit unfair labor practice. It also dismissed the complaint with respect to complainant Jose A. Antenor for violating the rule against forum shopping, as well as with respect to the 21 individual complainants who already executed Release, Waiver and Quitclaim.

³⁶ CA *rollo* (CA-G.R. SP No. 68998), Vol. II, pp. 597-599.

³⁷ Records (G.R. No. 153799), Vol. I, pp. 204-215.

³⁸ CA *rollo* (CA-G.R. SP No. 68998), Vol. II, pp. 600-607.

³⁹ Records (G.R. No. 153799), Vol. I, pp. 122-150.

⁴⁰ Id. at 379-394; penned by Commissioner Victoriano R. Calaycay and concurred in by Presiding Commissioner Raul T. Aquino and Commissioner Angelita A. Gacutan.

⁴¹ Article 212. *Definitions*. x x x

(o) "Strike" means any temporary stoppage of work by the concerted action of employees as a result of an industrial or labor dispute.

The Second Division of the NLRC disposed as follows:

WHEREFORE, premises considered, the decision of the Labor Arbiter is hereby VACATED and SET ASIDE and a new one entered dismissing the complaint for illegal dismissal and unfair labor practice for lack of merit. As equitable relief, respondents are hereby ordered to pay complainants separation benefits as provided under the CBA at least one (1) month pay for every year of service whichever is higher [sic].

SO ORDERED.⁴²

The banks and the complainants filed their respective motions for reconsideration but these were all denied by the NLRC in its Resolution⁴³ dated September 28, 2001.

On November 29, 2001, Labor Arbiter Flores issued an Order and an Alias Partial Writ of Execution directing the banks to pay complainants their accrued wages and other employees' benefits computed from the date of his Decision up to the date of the reversal thereof by the NLRC Second Division on July 23, 2001.

Incidentally, other similarly situated employees⁴⁴ filed their separate complaints for illegal dismissal against Solidbank, which were consolidated and assigned to Labor Arbiter Potenciano Canizares, Jr. (Canizares). On November 14, 2000, Labor Arbiter Canizares issued a Decision dismissing the complaints. In a Decision dated January 31, 2002, however, the NLRC's Third Division reversed the ruling of the Labor Arbiter and ruled in favor of said complainants. Thus:

WHEREFORE, the decision appealed from is hereby SET ASIDE and a new one entered finding the respondent Solidbank Corporation liable for the illegal dismissal of complainants Ernesto U. Gamier, Elena P. Condevillamar, Janice L. Arriola and Maria Ophelia C. De Guzman, and ordering the respondent bank to reinstate the complainants to their former positions without loss of seniority rights and to pay full backwages reckoned from the time of their illegal dismissal up to the time of their actual/payroll reinstatement. Should

⁴² Records (G.R. No. 153799), Vol. I, p. 393.

⁴³ Id. at 397-401.

⁴⁴ Namely, Ernesto U. Gamier, Elena R. Condevillamar, Janice Arriola and Maria Ophelia C. de Guzman.

reinstatement not be feasible, respondent bank is further ordered to pay in accordance with the provisions of the subsisting Collective Bargaining Agreement.

All other claims are DISMISSED for lack of merit.

SO ORDERED.⁴⁵

Proceedings before the Court of Appeals

From the conflicting Decisions of the Second and Third Divisions of the NLRC stemmed five interrelated petitions for *certiorari* separately filed by the parties before the CA.

CA-G.R. SP Nos. 67730 and 70820

CA-G.R. SP No. 67730 was a petition for *certiorari* filed by Solidbank, Vistan and Mendoza seeking to nullify the July 23, 2001 Decision of the NLRC's Second Division insofar as it ordered Solidbank to pay separation pay. CA-G.R. SP No. 70820, on the other hand, was another petition for *certiorari* filed by Solidbank praying for the reversal of the January 31, 2002 Decision of the NLRC's Third Division. These cases were consolidated and assigned to the CA's Twelfth Division. In its March 10, 2003 Decision,⁴⁶ the CA Twelfth Division denied both petitions on the ground that the mass action staged by the complainants was a legitimate exercise of their right to free expression. Its dispositive portion reads:

WHEREFORE, the twin petitions are hereby DENIED. The dismissal of private respondents are hereby declared to be illegal. Consequently, petitioner is ordered to reinstate private respondents to their former position, consonant with the Decision of this Court in CA-G.R. SP No. 68054.

⁴⁵ See March 1, 2003 Decision of the CA's Twelfth Division, *rollo* (G.R. No. 153799), pp. 485-499; penned by Associate Justice Romeo A. Brawner and concurred in by Associate Justices Bienvenido L. Reyes and Danilo B. Pine. See also *Solidbank Corporation v. Gamier*, *supra* note 17 at 567-568.

⁴⁶ See March 1, 2003 Decision of the CA's Twelfth Division, *id.*

SO ORDERED.⁴⁷

Solidbank then filed with this Court petitions for review on *certiorari* questioning the above-mentioned Decision of the CA Twelfth Division. These petitions docketed as G.R. Nos. 159460 and 159461 were consolidated and raffled to the Third Division of this Court. On November 15, 2010, the Court's Third Division rendered its Decision which, as mentioned in our opening paragraph, constitutes *res judicata* in these consolidated petitions.

CA-G.R. SP No. 68054

In their petition for *certiorari* in CA-G.R. SP No. 68054, complainants, thru Atty. Potenciano A. Flores, Jr., assailed the July 23, 2001 Decision of the NLRC's Second Division. On August 29, 2002, the Second Division of the CA rendered its Decision⁴⁸ finding the April 3, 2000 mass demonstration a valid exercise of complainant's right to petition the government for redress of their grievances. Thus:

WHEREFORE, premises considered, the instant petition for certiorari is GRANTED. The Labor Arbiter's decision, except with respect to the award of moral and exemplary damages which are heretofore lowered to Php50,000.00 and Php25,000.00, respectively, is hereby REINSTATED.

SO ORDERED.⁴⁹

Solidbank and Metrobank separately moved for reconsideration,⁵⁰ which drew complainants' Consolidated Comment.⁵¹ In a Resolution⁵² dated January 30, 2003, the CA denied both motions.

⁴⁷ Id. at 498.

⁴⁸ CA *rollo* (GA-G.R. SP No. 68054), pp. 565-579; penned by Associate Justice Rodrigo V. Cosico and concurred in by Associate Justices Buenaventura J. Guerrero and Perlita J. Tria Tirona.

⁴⁹ Id. at 846.

⁵⁰ See Motion for Partial Reconsideration, id. at 877-915, and Motion for Reconsideration, id. at 916-931.

⁵¹ Id. at 954-987.

⁵² Id. at 1370.

The August 29, 2002 Decision of the CA's Second Division was assailed by Metrobank and Solidbank before this Court in two separate petitions for review on *certiorari* – G.R. No. 157169 and G.R. No. 157327, respectively.

CA-G.R. SP No. 68349

Atty. Emmanuel R. Jabla (Atty. Jabla), in collaboration with Attys. Federico C. Leynes and Jose C. Espinas, and in representation of five individual complainants, initiated CA-G.R. SP No. 68349.⁵³ However, on April 24, 2002, the CA's Special Tenth Division issued a Resolution⁵⁴ outrightly dismissing the petition on the following grounds: (i) there was no proof that the signatories in the verification and certification against forum shopping were authorized to sign the same; (ii) violation of the rule against forum shopping; and, (iii) non-compliance with Section 11, Rule 13 of the Rules of Court.⁵⁵

A motion for reconsideration was filed, but the same was denied in a Resolution⁵⁶ dated October 16, 2002.

Subsequently, said five complainants still represented by Jabla Damian and Associates filed with this Court a Motion for Extension of Time to File Petition for Review on *Certiorari*,⁵⁷ only to withdraw it afterwards. Accordingly, on February 5, 2003, this Court declared the case terminated.⁵⁸

CA-G.R. SP No. 68998

CA-G.R. SP No. 68998 was a petition for *certiorari* with prayer for

⁵³ A petition for *certiorari* under Rule 65 of the Rules of Court.

⁵⁴ *Rollo* (G.R. No. 157169), pp. 752-755; penned by Associate Justice Remedios A. Salazar-Fernando and concurred in by Associate Justices Eliezer R. Delos Santos and Edgardo F. Sundiam.

⁵⁵ Section 11. – *Priorities in modes of service and filing.* – Whenever practicable, the service and filing of pleadings and other papers shall be done personally. Except with respect to papers emanating from the court, a resort to other modes must be accompanied by a written explanation why the service or filing was not done personally. A violation of this Rule may be cause to consider the paper as not filed.

⁵⁶ *CA rollo* (CA-G.R. SP No. 68054), pp. 1365-1366.

⁵⁷ Docketed as G.R. No. 156097; *rollo* (G.R. No. 157169), pp. 757-761.

⁵⁸ *Id.* at 762.

injunctive relief filed by Metrobank seeking to nullify the Decision of the Second Division of the NLRC insofar as it awarded separation benefits in favor of the complainants.

During the pendency of said petition, the NLRC issued on January 9, 2002 a Notice of Garnishment⁵⁹ for the implementation of Labor Arbiter Flores's March 16, 2001 Decision against Solidbank, First Metro or Metrobank.

On January 14, 2002, the Fourth Division of the CA, thru Justice Bernardo P. Abesamis, issued a Resolution⁶⁰ granting Metrobank's request for a temporary restraining order. Then on February 20, 2002, upon Metrobank's filing of a Supplemental Motion, the Special Fourth Division of the CA issued another Resolution⁶¹ granting Metrobank's prayer for the issuance of a writ of preliminary injunction. It enjoined the implementation of Labor Arbiter Flores's Decision,⁶² November 29, 2001 Order and Alias Partial Writ of Execution, as well as the NLRC Second Division's July 23, 2001 Decision⁶³ and September 28, 2001 Resolution.⁶⁴

In view of this turn of events, and believing that they can no longer expect fair and impartial justice, complainants filed a Motion to Inhibit Justice Bernardo P. Abesamis.⁶⁵ They averred that the issuance of the two resolutions granting Metrobank's prayer for injunctive relief was a blatant display of Justice Abesamis's bias and prejudice, if not gross ignorance of the law. Complainants also sought reconsideration of the above-mentioned resolutions on the ground that

⁵⁹ CA *rollo* (CA-G.R. SP No. 68998), Vol. IV, p. 1485. Annex "A" of Metrobank's Supplemental Motion [for the Issuance of Temporary Restraining Order and Writ of Preliminary Injunction], *id.* at 1479-1484.

⁶⁰ *Id.* at 1477-1478; penned by Associate Justice Bernardo P. Abesamis and concurred in by Associate Justices Eubulo G. Verzola and Perlita J. Tria Tirona.

⁶¹ *Id.* at 1516-1520; penned by Associate Justice Bernardo P. Abesamis and concurred in by Associate Justices Bienvenido L. Reyes and Perlita J. Tria Tirona.

⁶² Records (G.R. No. 153799), Vol. I, pp. 436-453.

⁶³ *Id.* at 379-394.

⁶⁴ *Id.* at 397-401.

⁶⁵ CA *rollo* (CA-G.R. SP No. 68998), Vol. IV, pp. 1587-1609.

the reinstatement aspect of Labor Arbiter Flores's Decision was immediately executory.

In a Resolution⁶⁶ dated May 30, 2002, however, the CA's Third Division denied both motions, ratiocinating that the Labor Code's provision on the executory nature of the reinstatement aspect, even pending appeal, is not applicable to cases pending with the CA. With regard to complainants' motion to inhibit, the CA opined that the reasons stated therein do not constitute grounds for disqualification or inhibition of judges.

With the denial of their motion for reconsideration to set aside the CA's resolutions granting injunctive relief, complainants filed with this Court on July 18, 2002 a petition for review on *certiorari*. This was docketed as G.R. No. 153799.

Pending resolution of G.R. No. 153799, the CA's Special Third Division rendered its Decision⁶⁷ in CA-G.R. SP No. 68998 in favor of Metrobank. It held that since Metrobank was not duly served with summons, the Decisions of the labor tribunals insofar as said bank is concerned are null and void. In addition, the CA Special Third Division ruled that complainants are not entitled to separation pay because the mass demonstration they conducted on April 3, 2000 violated Secretary Laguesma's assumption order. Moreover, even assuming that complainants are entitled to separation pay, the CA opined that Metrobank cannot be held solidarily liable because there was no merger between Metrobank and Solidbank. Metrobank, which has a separate and distinct personality of its own, merely bought the banking-related assets and liabilities of Solidbank.

⁶⁶ Id. at 1716-1720; penned by Associate Justice Bernardo P. Abesamis and concurred in by Associate Justices Eubulo G. Verzola and Josefina Guevara-Salonga.

⁶⁷ Id. at 1722-1732; penned by Associate Justice Bernardo P. Abesamis and concurred in by Associate Justices Josefina Guevara-Salonga and Amelita G. Tolentino.

The dispositive portion of the July 26, 2002 Decision of the CA Special Third Division in CA-G.R. SP No. 68998 reads:

WHEREFORE, premises considered, the instant petition is hereby GIVEN DUE COURSE and GRANTED. The Decision of the National Labor Relations Commission dated July 23, 2001 with respect to the portion reading: “*the decision of the Labor Arbiter is hereby VACATED and SET ASIDE and a new one entered dismissing the complaint for illegal dismissal and unfair labor practice for lack of merit*”, is AFFIRMED; and the portion of the same decision which reads: “*As equitable relief, respondents are hereby ordered to pay complainants separation benefits as provided under the CBA at least one (1) month pay for every year of service whichever is higher*” [sic], is REVERSED and SET ASIDE.

SO ORDERED.⁶⁸

Complainants filed a Motion for Reconsideration⁶⁹ but the same was denied in the Resolution⁷⁰ dated March 6, 2003. This prompted complainants to file with this Court a Petition for Review on *Certiorari*, which was docketed as G.R. No. 157506.

Issues

G.R. No. 153799

Citing Article 223 of the Labor Code,⁷¹ complainants contend that the reinstatement aspect of Labor Arbiter Flores’s ruling is immediately executory, even pending appeal.

⁶⁸ Id. at 1732.

⁶⁹ Id. at 2081-2165 .

⁷⁰ Id. Vol. V, at 2303-2307.

⁷¹ Article 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 grave 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 findings of facts are raised which would cause grave or irreparable damage or injury to the appellant.

In resisting the petition, Metrobank counter-argues that complainants' resort to a petition for review on *certiorari* under Rule 45 of the Rules of Court is improper because it is available only to correct judgment or final order or resolution of the CA. Here, what complainants are assailing are interlocutory resolutions of the CA granting Metrobank's prayer for injunctive relief. Also, with the promulgation of the CA Special Third Division's Decision in CA-G.R. SP No. 68998 on July 26, 2002, this petition (G.R. No. 153799) has become moot and academic.⁷²

Metrobank likewise argues that at the time the controversy reached the CA, the Decision of Labor Arbiter Flores was no longer on appeal. Therefore, the CA's Special Third Division was correct in holding that the provision of Article 223 of the Labor Code was then no longer applicable. Furthermore, Metrobank asserts that the labor tribunals did not acquire jurisdiction over its person and that it cannot be held solidarily liable with Solidbank and First Metro.

G.R. No. 157506

In their petition, complainants contend, among others, that the April 3, 2000 mass demonstration was a legitimate exercise of their constitutional rights to freedom of expression, to peaceful assembly and to petition the government for

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

In any event, the decision of the Labor Arbiter reinstating a dismissed or separated employee, insofar as the reinstatement aspect is concerned, shall immediately be executory, even pending appeal. The employee shall either be admitted back to work under the same terms and conditions prevailing prior to his dismissal or separation or, at the option of the employer, merely reinstated in the payroll. The posting of a bond by the employer shall not stay the execution for reinstatement provided herein.

To discourage frivolous or dilatory appeals, the Commission or the Labor Arbiter shall impose reasonable penalty, including fines or censures, upon the erring parties.

In all cases, the appellant shall furnish a copy of the memorandum of appeal to the other party who shall file an answer not later than ten (10) calendar days from receipt thereof.

The Commission shall decide all cases within twenty (20) calendar days from receipt of the answer of the appellee. The decision of the Commission shall be final and executory after ten (10) calendar days from receipt thereof by the parties.

Any law enforcement agency may be deputized by the Secretary of Labor and Employment or the Commission in the enforcement of decisions, awards, or orders. (Emphasis supplied.)

⁷² See Metrobank's Memorandum, *rollo* (G.R. No. 153799), pp. 687-721.

redress of wrong; that Metrobank was not deprived of its right to due process, and that it should be held solidarily liable with its co-petitioners by reason of corporate affinity; that the Decision in CA-G.R. SP No. 68998 violated several constitutional provisions relative to labor; that the punishment of dismissal imposed upon the 129 employees is not commensurate to their half-day absence from work; that they believed in good faith that the April 3, 2000 mass demonstration was an ordinary protest action directed against Secretary Laguesma; and that Solidbank is guilty of illegal dismissal for hastily and unceremoniously carrying out their mass dismissal from work.

Complainants further state that Solidbank did not reinstate the 129 employees because of their membership in the union, which amounts to interference with the employees' right to self-organization and, hence, constitutes unfair labor practice; that Solidbank is equally guilty of illegal lockout for refusing to admit them back to work; that the 24 hours given them to show cause was unreasonably short; and worse, their preventive suspension practically prevented them from submitting their explanation because they were barred entry to the bank's premises.

Finally, complainants seek reinstatement of the award of damages granted them by Labor Arbiter Flores. They claim that Solidbank violated Article 277(b) of the Labor Code requiring employers to observe and comply with the two-notice rule and to conduct an inquiry before dismissing their employees. Hence, in view of these wrongful omissions in effecting their dismissal, Vistan and Mendoza should be held jointly and severally liable with Solidbank, First Metro and Metrobank.

G.R. Nos. 157169 and 157327

Metrobank and Solidbank separately filed their respective petitions for

review on *certiorari* assailing the August 29, 2002 Decision⁷³ of the CA's Second Division in CA-G.R. SP No. 68054. On April 9, 2003, these petitions docketed as G.R. Nos. 157169 and 157327 were consolidated.⁷⁴

In G.R. No. 157169, Metrobank maintains that the April 3, 2000 mass demonstration was an illegal strike; that the person against whom the mass action is directed as well as the true intention of the complainants in staging the mass action, is immaterial and has no bearing in determining whether said mass action is an illegal strike; that once the Secretary of Labor assumed jurisdiction over the dispute, the striking employees were prohibited from committing acts that would exacerbate the situation; and the mass action did not only take place in front of the office of Secretary Laguesma but also in front of Solidbank's Binondo branch and in the provinces.⁷⁵

Metrobank likewise insists that the CA Second Division should have outrightly dismissed CA-G.R. SP No. 68054 because complainants violated the rule against forum shopping. For Metrobank, the following circumstances indubitably constitute forum shopping:

7.24 Attys. Emmanuel R. Jabla, Federico C. Leynes and Jose C. Espinas continue to represent Solidbank Union and its Members, despite the fact that Atty. Potenciano A. Flores, Jr. filed a similar but allegedly separate Petition with the Court of Appeals docketed as CA-G.R. SP No. 68054. It might be important to restate that the petition in CA-G.R. SP No. 68349 was already dismissed by the Court of Appeals primarily on the ground of forum shopping and such dismissal was declared final and executory by this Honorable Supreme Court in its Resolution in G.R. 156097 dated 05 February 2003. Nevertheless, Attys. Emmanuel R. Jabla, Federico C. Leynes and Jose C. Espinas were not

⁷³ CA *rollo* (CA-G.R. SP No. 68054), pp. 835-846; penned by Associate Justice Rodrigo V. Cosico and concurred in by Associate Justices Buenaventura J. Guerrero and Perlita J. Tria Tirona.

⁷⁴ *Rollo* (G.R. No. 157169), p. 1101.

⁷⁵ "35. Disappointed and dissatisfied with the said order which they viewed as grossly disadvantageous to them, seven hundred [twelve] (712) regular rank and file employees of the bank, including individual petitioners herein, skipped their work in the morning of April 3, 2000 and they trooped to the office of said Secretary located at Intramuros, Manila, and staged a rally and demonstration to express their complaints, protests and indignation over the actuation of the Secretary. The occasion turned into a peaceful and orderly picketing in front of the said office. *Other rank and file employees in the provincial branches of the bank, e.g., Cebu, Iloilo, Bacolod and Naga, followed suit and absented themselves from work.*" CA *rollo* (CA-G.R. SP No. 68054), p. 19.

disturbed by such adverse decision because they are now using to the benefit of Solidbank Union and its dismissed Members/employees the favorable decision obtained by Atty. Potenciano Flores, Jr. in CA-G.R. SP No. 68054. x x x

x x x x

7.25 Furthermore, the Union's president, Evangeline J. Gabriel, after signing and verifying the Petition in CA-G.R. SP No. 68054 prepared by Atty. Potenciano Flores, verified several pleadings prepared by Attys. Emmanuel R. Jabla, Federico C. Leynes and Jose C. Espinas.

x x x x

7.26 If Attys. Emmanuel R. Jabla, Federico C. Leynes and Jose C. Espinas do not recognize Atty. Potenciano Flores as the counsel of Solidbank Union and its Members/Employees, then they should not recognize much less benefit from the favorable Decision obtained by Atty. Potenciano Flores in CA-G.R. SP No. 68054.⁷⁶

Metrobank likewise contends that complainants are not entitled to moral damages because the same are recoverable only where the dismissal or suspension of the employee was attended with bad faith and fraud; or constituted an act oppressive to labor; or was done in a manner contrary to morals, good customs or public policy. This, according to Metrobank, is absent in this case.

Metrobank also points out that the Second Division of the CA grievously erred in reinstating the Decision of Labor Arbiter Flores with respect to those who (i) were excluded as party complainants, (ii) were found guilty of forum shopping, or (iii) have executed quitclaims. Metrobank claims that several Union members/employees can no longer benefit from the reinstatement aspect of said Labor Arbiter's Decision, considering that 32⁷⁷ of them were dropped from the original list of complainants, and that the NLRC had long ago considered the case

⁷⁶ *Rollo* (G.R. No. 157169), pp. 42-44.

⁷⁷ Namely: 1) Janice L. Arriola; 2) Rachel M. Castillo; 3) Armand V. Dayanghirang; 4) Hubert V. Dimagiba; 5) Juan Alex C. Nambong; 6) Armando B. Orozco; 7) Arlene R. Rodriguez; 8) Don A. Santana; 9) Ernesto R. Ramos, Jr.; 10) Ellen M. Soriano; 11) Arvin D. Valencia; 12) Emmanuel C. Yaptangco; 13) Jacqueline B. Baquiran; 14) Jennifer S. Barcenas; 15) Alvin F. Baricanosa; 16) Ferdinand Mel S. Capulong; 17) Ma. Edna V. Dator; 18) Ragcy L. De Guzman; 19) Karen M. Deocera; 20) Ernesto U. [Gamiel]; 21) Ma. Jinky P. Gelera; 22) Gonzalo G. Guinit; 23) Emily H. Ginoo; 24) Lourdes D. Ibeas; 25) Ma. Angela L. Jalandoni; 26) Allen M. Martinez; 27) Jocelyn Y. Tan; 28) Cion E. Yap; 29) Ma. Ophelia C. De Guzman; 30) Elena R. Condevillamar; 31) Emmanuel R. Gloria; and, 32) Rosemarie L. Tan.

dismissed insofar as they were concerned. In addition, there were 21⁷⁸ employees who executed Release, Waiver and Quitclaim documents discharging Solidbank, its parent company, and affiliate or subsidiary companies, from any action, claim or other obligations arising from their employment with Solidbank. Thus, the NLRC dismissed the complaint with respect to said 21 employees. This was never questioned by the complainants in any of the cases that reached the CA.

Moreover, there were 35⁷⁹ individuals who were not included as party-petitioners in CA-G.R. SP No. 68054. But with the reinstatement of Labor Arbiter Flores's Decision, these 35 individuals will benefit therefrom despite the fact that they did not appeal Labor Arbiter Flores's Decision to the NLRC.

Furthermore, additional 21⁸⁰ Union members were included as complainants in G.R. No. 157506 despite their non-inclusion as party complainants in CA-G.R. SP No. 68998. Citing *People v. Velez*,⁸¹ Metrobank asserts that said 21 new complainants are not real parties in interest in this case and, hence, the same should be dismissed insofar as they are concerned.

Metrobank prays for the reversal of the August 29, 2002 Decision of the

⁷⁸ Namely: 1) Raymond Martin A. Angeles; 2) Lester Mark Z. Gatchalian; 3) Doroteo S. Froilan; 4) Armando B. Orozco; 5) Ma. Lourdes Cecilia B. Emperador; 6) Arvin D. Valencia; 7) Ragcy L. De Guzman; 8) Gonzalo G. Gunit; 9) Ferdinand Mel S. Capulong; 10) Allen M. Martinez; 11) Ma. Edna V. Dator; 12) Paula Agnes A. Angeles; 13) Audrey A. Aljibe; 14) Ma. Teresa G. Gonzales; 15) Nolasco B. Macatangay; 16) Arlene R. Rodriguez; 17) Hubert V. Dimagiba; 18) Ma. Jinky R. Gelera; 19) Alvin E. Baricanosa; 20) Rachel M. Castillo; and, 21) Emmanuel C. Yaptangco.

⁷⁹ Namely: 1) Armand V. Dayanghirang; 2) Jose Rainario C. Laong; 3) Juan Alex C. Nambong; 4) Armando B. Orozco; 5) Arlene R. Rodriguez; 6) Nicomedes P. Ruizo, Jr.; 7) Don A. Santana; 8) Ernesto R. Santos, Jr.; 9) Ellen M. Soriano; 10) Ariel S. Abendan; 11) Emma R. Abendan; 12) Paula Agnes A. Angeles; 13) Jacqueline B. Baquiran; 14) Jennifer S. Barcenaz; 15) Roderick M. Bello; 16) Carmina M. Degala; 17) Ephraim Ralph A. Delfin; 18) Karen M. Deocera; 19) Ernesto U. Gamiel; 20) Macario Rodolfo N. Garcia; 21) Jinky P. Galera; 22) Ma. Teresa G. Gonzales; 23) Emily H. Guinoo; 24) Janice L. Arriola; 25) Mary Jane D. Patino; 26) Margarette Cordova; 27) Cion E. Yap; 28) Ma. Ophelia C. De Guzman; 29) M. Hidelisa P. Ira; 30) Raymund Martin A. Angeles; 31) Elena R. Condevillamar; 32) Cherry T. Co; 33) Emmanuel B. Gloria; 34) Rosemarie L. Tang; and, 35) Lourdes D. Ibeas.

⁸⁰ Namely: 1) Ma. Edna V. Dator; 2) Ma. Angela Jalandoni; 3) Ma. Lourdes Emperador; 4) Doroteo Froilan; 5) Ma. Theresa O. Tison; 6) Jocelyn Y. Tan; 7) Hubert V. Dimagiba; 8) Emmanuel C. Yaptangco; 9) Rachel M. Castillo; 10) Jennifer S. Barcenaz; 11) Audrey A. Aljibe; 12) Ragcy L. De Guzman; 13) Jose A. Antenor; 14) Gonzalo Gunit; 15) Arvin Valencia; 16) Nolasco Macatangay; 17) Alvin E. Baricanosa; 18) Allen M. Martinez; 19) Mel S. Capulong; 20) Agnes A. Ramirez; and, 21) Lester Mark Z. Gatchalian.

⁸¹ 445 Phil. 784 (2003).

CA's Second Division in CA-G.R. SP No. 68054.

With regard to G.R. No. 157327,⁸² Solidbank claims that the CA's Second Division erred in exercising *certiorari* jurisdiction over the NLRC because, as can be readily seen from its Decision, there is nothing which says that the Second Division of the NLRC acted with grave abuse of discretion amounting to lack or excess of jurisdiction in arriving at its conclusion. On the contrary, the NLRC's Second Division Decision is supported by substantial evidence and, hence, should be respected and accorded finality.

Solidbank stresses that complainants' unjustified stoppage of work was actually an illegal strike and violated Article 264(a). Hence, for knowingly participating in an illegal activity, complainants are deemed to have lost their employment status.

Solidbank avers that the Second Division of the CA overlooked the fact that it had already ceased banking operations since August 31, 2000. Hence, it is legally impossible for it to comply with said court's Decision ordering the reinstatement of complainants to their former position.

Solidbank cries denial of due process claiming that it was not given the opportunity to file its comment on complainants' petition for *certiorari*. It alleges that on January 24, 2002 it filed a Manifestation⁸³ informing the CA that there are two identical petitions for *certiorari* (CA-G.R. SP No. 68054 and CA-G.R. SP No. 68349) filed by the complainants and that while it was furnished a copy of the petition in CA-G.R. SP No. 68349, complainants did not serve it with a copy of the petition in CA-G.R. SP No. 68054. Acting on Solidbank's Manifestation, the CA's Special Second Division issued a Resolution⁸⁴ dated June 14, 2002

⁸² Captioned as "*Solidbank Corporation and/or its successor-in-interest First Metro Investment Corporation, Deogracias N. Vistan and Edgardo Mendoza, Jr. v. Solidbank Union, et al.*"

⁸³ CA rollo (CA-G.R. SP No. 68054), pp. 521-525.

⁸⁴ Id. at 683-684.

dismissing CA-G.R. SP No. 68054 on the ground of forum shopping. Nonetheless, upon complainants' motion, the CA reinstated the petition and forthwith declared it submitted for decision, oblivious of the fact that Solidbank was not served with a copy of the petition in CA-G.R. SP No. 68054 nor given a chance to comment thereon.⁸⁵ To date, complainants have yet to furnish Solidbank with a copy of said petition. Worse, the CA, relying on complainants' allegations, sent its notices, orders, and resolutions to Solidbank's former principal office at 777 Paseo de Roxas, 1226 Makati City instead of at its new office address at First Metro Investment Corporation, 2nd Floor, GT Tower International, Ayala Avenue corner H. V. dela Costa St., Makati City.

Solidbank agrees with Metrobank in claiming that the CA's Second Division erred in ordering the reinstatement of Labor Arbiter Flores's Decision with respect to the 21⁸⁶ complainants who had previously executed Release, Waiver and Quitclaim in the presence of Mr. Reynaldo R. Ubaldo, a labor representative of the Labor Relations Division of DOLE.

In seeking to delete the award of damages, Solidbank invokes the principle of *damnum absque injuria*. It contends that the law affords no remedy for damages resulting from an act which does not amount to a legal injury or wrong. In the present case, since the dismissal of complainants is not a wrong but in accordance with law and settled jurisprudence, complainants are not entitled to damages.

Finally, in urging this Court to set aside the Decision of the CA's Second Division, Solidbank posits that to sustain the CA would create an absurd situation wherein the extraordinary authority of the Secretary of Labor under Article 263(g) of the Labor Code would be rendered nugatory.

⁸⁵ See Resolution dated July 25, 2002, *id.* at 706-707. The dispositive portion thereof reads:
WHEREFORE, premises considered, the instant petition for certiorari is hereby REINSTATED
and, with the submission of the required pleadings, the same is now submitted for decision.
SO ORDERED.

⁸⁶ *Supra* note 77.

On September 4, 2003, complainants filed thru Jabla Damian and Associates a Manifestation and Motion⁸⁷ alleging, among others, that per attached Board Resolution⁸⁸ dated August 25, 2003 complainants terminated the services of Atty. Potenciano A. Flores, Jr. (Atty. Flores) as their counsel for loss of trust and confidence. This drew Atty. Flores's Comment/Counter-Manifestation and Opposition to Motion,⁸⁹ claiming that what were stated in the Manifestation and Motion were "malicious, grossly misleading and twisted allegations." Atty. Flores did not dispute the fact that the original counsel of complainants was Jabla Damian and Associates, who appeared before the labor tribunals. However, on October 20, 2001, the Union, through its President, wrote Atty. Jabla a letter terminating his services as counsel for the Union and sent him (Atty. Flores) a copy of their *Kasunduan Bilang Abogado*. Accordingly, complainants filed a Manifestation dated March 13, 2002 informing the CA in CA-G.R. SP No. 67730 that their counsel was Atty. Flores and that they did not hire or engage the services of Atty. Jabla to represent them in said case. Atty. Flores likewise averred that none of the complainants ever approached him to withdraw his appearance from any of the cases he handled for the Union. With respect to the Board Resolution alluded to by Jabla Damian and Associates, Atty. Flores posited that it was not valid because of the six members composing the Union Board, only one of them affixed her signature thereto.⁹⁰ Atty. Flores averred that –

8.05.5 These lawyers did not represent the union, its officers and members, in the proceedings before the two (2) divisions of the Court of Appeals chaired by Justices Rodrigo V. Cosico and Romeo Brawner. Therefore, it is unethical for them to file a motion for issuance of an alias writ of execution with the said labor arbiter relying on the decisions rendered by

⁸⁷ *Rollo* (G.R. No. 157327), pp. 611-616.

⁸⁸ Signed by Evangeline J. Gabriel, President, and with the conformity of: 1) Julie T. Jornacion; 2) Augusto D. Arandia, Jr.; 3) Roderick M. Bello; 4) Ma. Elena G. Bello; 5) Jocelyn Y. Tan; 6) Jose G. Guisado; 7) Felix Estacio, Jr.; 8) Manuel Lim; 9) Ma. Lourdes A. Lim; 10) Fermin Joseph B. Ventura; 11) Armand V. Dayang-Hirang; 12) Neptali Caddarao; 13) Salvacion N. Rogado; 14) Joel S. Garmino; 15) Ernesto Gamier; 16) Leope Cabenian; 17) Candido Tison; 18) Ma. Theresa Tison; 19) Elena Condevillamar; 20) Janice Arriola; 21) Margarette B. Cordova; 22) Mary Jane Patino; 23) Jennifer S. Barcenas; 24) Macario Rodolfo N. Garcia; 25) Carmina M. Degala; and, 26) Doroteo S. Froilan, id. at 617-619.

⁸⁹ Id. at 696-719.

⁹⁰ Note that Annexes "A" and "B," the supposed proof of Atty. Flores, were not attached to his Comment/Counter-Manifestation and Opposition to Motion.

the two (2) divisions of the Court of Appeals wherein they did not participate or exert any effort to reinstate the decision of Labor Arbiter Luis Dizon Flores. Yet, they assisted the signatories to the said “Board Resolution” in the immoral scheme to ease out the undersigned counsel from participating in the executorial stage of the case at bar.⁹¹

The counsels’ bickering did not end with Atty. Flores’s Comment/Counter-Manifestation. In its Reply,⁹² Jabla Damian and Associates retaliated by claiming that complainants never sent any word terminating its legal services. Said law firm also alleged that:

5. Had the Union officers made clear their intention of terminating Atty. Jabla’s services, or had there been a valid notice and substitution of counsel, the undersigned counsels would not have gone [to] great lengths to file [complainants’] petition for certiorari in the Court of Appeals in CA-G.R. SP No. 68349 which they felt obligated to do, lest they would be accused of being remiss in their professional duties as counsel.

6. At the time they filed their petition in the Court of Appeals, undersigned counsels were unaware that some individual respondents had already gone to Atty. Flores to engage his services in filing their petition for certiorari [with] the Court of Appeals which was eventually docketed therein as CA-G.R. SP No. 68054.

7. Their belated discovery of this separate petition filed by Atty. Flores in behalf of some respondents constrained the undersigned counsels to withdraw their appeal to the Supreme Court from the decision of the Court of Appeals in CA-G.R. SP No. 68349 for fear that, in addition to the reasons cited in their motion to withdraw, pursuing the same could only confuse the docket or adversely affect the other proceeding in CA-G.R. SP No. 68054 which case had been filed earlier.

8. There is therefore no truth to Atty. Flores’s allegation that the period for its filing lapsed that is why the undersigned counsels withdrew their petition for review with the Supreme Court.

9. Assuming without admitting that Atty. Flores did send a Notice of Appearance and Urgent Manifestation and Motion to Atty. Jabla at his former office at Suite 2106 Cityland Condominium 10, Tower 1, H. V. dela Costa Street corner Ayala Avenue, Makati City, this was only in connection with the petition for certiorari filed by petitioner Solidbank Corporation in CA-G.R. SP No. 67730. There was no similar notice in the petition filed by petitioner Metropolitan Bank & Trust Company in CA-G.R. SP-UDK-4431 (68998) and in CA-G.R. SP No. 153799 [sic], the very petition filed by Atty. Flores himself in behalf of some of the respondents.

⁹¹ *Rollo* (G.R. No. 157327), p. 711.

⁹² *Id.* at 773-779.

10. Finally, it is improper for Atty. Flores to boast of his victory in the Court of Appeals as if the same is a product of his uncommon brilliance. A cursory reading of Atty. Flores's petition will reveal that it contains nothing but a repetition or restatement of the arguments raised by the undersigned counsels before the labor arbiter below. x x x⁹³

Jabla Damian and Associates also accused Atty. Flores of violating Canon 11 of the Canons of Professional Responsibility for not conducting himself with courtesy, fairness and candor towards his professional colleagues.⁹⁴

Then on January 18, 2005, complainant Jose Antenor filed his own Memorandum⁹⁵ alleging among others that of the 19 employees of Solidbank Bacolod City Branch who joined the nationwide expression of displeasure he was the only one who was dismissed. He also claims that his suspension and eventual dismissal were not based on just or authorized cause; that he was not accorded procedural due process; and that he is entitled to full backwages.

Our Ruling

At balance, supposedly, in these consolidated cases is the management's right to discipline its employees who, without its permission, joined a public demonstration to protest the ruling of the Secretary of Labor *vis-à-vis* the employees' constitutional rights to freedom of expression, to peaceful assembly and to petition the government for redress of their grievances. This issue, however, had already been resolved and passed upon by this Court in its November 15, 2010 Decision in G.R. Nos. 159460 and 159461,⁹⁶ which reversed and set aside the March 10, 2003 Decision of the CA's Twelfth Division in CA-G.R. SP Nos. 67730 and 70820.

⁹³ Id. at 774-776.

⁹⁴ Id. at 924.

⁹⁵ Id. at 996-1006.

⁹⁶ *Solidbank Corporation v. Gamier*, supra note 17.

In G.R. Nos. 159460 and 159461, the Court's Third Division resolved the following issues: "(1) whether the protest rally and concerted work abandonment/boycott staged by the respondents violated the Order dated January 18, 2000 of the Secretary of Labor; (2) whether the respondents were validly terminated; and (3) whether the respondents are entitled to separation pay or financial assistance."⁹⁷ In said November 15, 2010 Decision, this Court ruled that complainants' concerted mass action was actually a strike and not a legitimate exercise of their right to freedom of expression;⁹⁸ that complainants violated the January 18, 2000 Order of Secretary Laguesma;⁹⁹ that the union officers' dismissal was valid;¹⁰⁰ and that petitioners therein failed to present proof that the union members participated in the commission of an illegal act during the said strike;¹⁰¹ hence, their dismissal was unjustified.¹⁰² This Court likewise specified the individual rights and liabilities of all the parties, including those who were dropped from the original complaint;¹⁰³ had executed Release, Waiver and Quitclaim;¹⁰⁴ did not appeal to the CA but, with the reinstatement of the Labor Arbiter's Decision, will still benefit from the appellate court's Decision;¹⁰⁵ and were included in the appeal though not impleaded as parties in the original complaint.¹⁰⁶

The Court's Third Division likewise held in its November 15, 2010 Decision in G.R. Nos. 159460 and 159461 that since reinstatement was no longer feasible due to the considerable lapse of time and the closure of Solidbank, respondents therein were awarded separation pay equivalent to one-month salary for every year of service. For those employees who executed quitclaims, their separation pay should be net of the amounts they had already received.¹⁰⁷

⁹⁷ Id. at 574.

⁹⁸ Id. at 575.

⁹⁹ Id. at 576-577.

¹⁰⁰ Id. at 579.

¹⁰¹ Id. at 580.

¹⁰² Id.

¹⁰³ Supra note 77.

¹⁰⁴ Supra note 78.

¹⁰⁵ Supra note 79.

¹⁰⁶ Supra note 80.

¹⁰⁷ *Solidbank Corporation v. Gamier*, supra note 17 at 582.

As regards Metrobank, the Court's Third Division held that it cannot be held solidarily liable with Solidbank because it is not Solidbank's successor-in-interest.¹⁰⁸ Vistan and Mendoza were likewise not held solidarily liable with Solidbank, there being no showing that they acted with malice, ill-will, or bad faith.¹⁰⁹ The dispositive portion of the said November 15, 2010 Decision reads:

WHEREFORE, the petitions are PARTLY GRANTED. The Decision dated March 10, 2003 of the Court of Appeals in CA-G.R. SP Nos. 67730 and 70820 is hereby SET ASIDE. Petitioner Solidbank Corporation (now FMIC) is hereby ORDERED to pay each of the above-named individual respondents, except union officers who are hereby declared validly dismissed, separation pay equivalent to one (1) month salary for every year of service. Whatever sums already received from petitioners under any release, waiver or quitclaim shall be deducted from the total separation pay due to each of them.

The NLRC is hereby directed to determine who among the individual respondents are union members entitled to the separation pay herein awarded, and those union officer[s] who were validly dismissed and hence excluded from the said award.

No costs.

SO ORDERED.¹¹⁰

The Decision of this Court in G.R. Nos. 159460 and 159461, therefore, constitutes *res judicata* to the present consolidated cases. "*Res judicata* means 'a matter adjudged; a thing judicially acted upon or decided; a thing or matter settled by judgment.'"¹¹¹ It denotes "that a final judgment or decree on the merits by a court of competent jurisdiction is conclusive of the rights of the parties or their privies in all later suits on all points and matters determined in the former suit."¹¹² For *res judicata*, in its concept as a bar by former judgment to apply, the following must be present:

¹⁰⁸ Id. at 583.

¹⁰⁹ Id. at 583-585.

¹¹⁰ Id. at 585.

¹¹¹ *Heirs of Panfilo F. Abalos v. Bucal*, G.R. No. 156224, February 19, 2008, 546 SCRA 252, 271; *Alamayri v. Pabale*, G.R. No. 151243, April 30, 2008, 553 SCRA 146, 157; *Garcia v. Philippine Airlines*, G.R. No. 162868, July 14, 2008, 558 SCRA 171, 186-187; *Layos v. Fil-Estate Golf and Development, Inc.*, G.R. No. 150470, August 6, 2008, 561 SCRA 75, 102.

¹¹² *Taganas v. Hon. Emuslan*, 457 Phil. 305, 311 (2003).

1. The former judgment or order is final;
2. It is rendered by a court having jurisdiction over the subject matter and the parties;
3. It is a judgment or an order on the merits; and,
4. There is between the first and the second action identity of parties, identity of subject matter, and identity of causes of action.¹¹³

The Decision of this Court in G.R. Nos. 159460 and 159461 became final and executory on May 20, 2011. It is a decision based on the merits of the case and rendered by this Court in the exercise of its appellate jurisdiction after the parties invoked its jurisdiction. There is also, between the two sets of consolidated cases, identity of the parties, subject matter and causes of action. The parties in G.R. Nos. 159460 and 159461 are also impleaded as parties in these consolidated cases. And while some of the parties herein are not included in G.R. Nos. 159460 and 159461, the same are only few. In any event, it is well-settled that only substantial, and not absolute, identity of the parties is required for *res judicata* to lie. “There is substantial identity of the parties when there is a community of interest between a party in the first case and a party in the second case albeit the latter was not impleaded in the first case.”¹¹⁴

With regard to identity of causes of action, it has been held that there is identity of causes of action when the same evidence will sustain both actions or when the facts essential to the maintenance of the two actions are identical.¹¹⁵ Here, the bone of contention in both sets of consolidated cases boils down to the nature and consequences of complainants’ April 3, 2000 mass action. The antecedent facts that gave rise to all the cases were the same. Necessarily, therefore, the same evidence would sustain all actions. Such similarity in the evidence required to sustain all actions is also borne out by the identity of the

¹¹³ Id. at 311-312.

¹¹⁴ *Sempio v. Court of Appeals*, 348 Phil. 627, 636 (1998), citing *Santos v. Court of Appeals*, G.R. No. 101818, September 21, 1993, 226 SCRA 630, 637.

¹¹⁵ *Escareal v. Philippine Airlines, Inc.*, 495 Phil. 107, 119 (2005).

issues involved in all these cases. While the parties have presented a plethora of arguments which we earlier discussed at length, the same nonetheless boil down to the same crucial issues formulated in G.R. Nos. 159460 and 159461.

G.R. No. 153799 is also barred by res judicata.

It should be recalled that in G.R. No. 153799, the complainants assailed the Resolutions dated January 14, 2002¹¹⁶ and February 20, 2002¹¹⁷ of the CA's Fourth Division granting Metrobank's request for injunctive reliefs. They claimed that the reinstatement aspect of the Labor Arbiter's Decision is immediately executory. Hence, they are entitled to backwages from the time the Labor Arbiter promulgated his Decision until it was reversed by the NLRC.

As discussed above, however, the November 15, 2010 Decision of this Court in G.R. Nos. 159460 and 159461 already adjudicated the respective rights and liabilities of the parties. Said Decision pronouncing the monetary awards to which the parties herein are entitled became final and executory on May 20, 2011. Under the rule on immutability of judgment, this Court cannot alter or modify said Decision. It is a well-established rule that once a judgment has become final and executory, it is no longer susceptible to any modification.¹¹⁸

On a final note, we find it lamentable that while complainants are embroiled in a perturbing legal battle, their counsels still manage to quibble over money, unabashedly unmindful that their bickering would only further muddle the already complicated issues in these cases. If any one of them truly believes that the other is guilty of unethical conduct, then he should bring the appropriate action before the proper forum.

¹¹⁶ Supra note 60.

¹¹⁷ Supra note 61.

¹¹⁸ *Airline Pilots Association of the Philippines v. Philippine Airlines, Inc.*, G.R. No. 168382, June 6, 2011, 650 SCRA 545, 547.

WHEREFORE, these consolidated petitions are **DISMISSED**. No costs.

SO ORDERED.


MARIANO C. DEL CASTILLO
Associate Justice

WE CONCUR:


ANTONIO T. CARPIO
Associate Justice
Chairperson


ARTURO D. BRION
Associate Justice


JOSE PORTUGAL PEREZ
Associate Justice


ESTELA M. PERLAS-BERNABE
Associate Justice

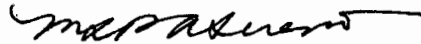
ATTESTATION

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.


ANTONIO T. CARPIO
Associate Justice
Chairperson

CERTIFICATION

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