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Republic of the Philippines
Supreme Court
Manila

FIRST DIVISION

NOTICE

SUPREME COURT OF THE PHILIPPINES
PUBLIC INFORMATION OFFICE

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BY: [Signature]
TIME: 2:21

Sirs/Mesdames:

*Please take notice that the Court, First Division, issued a Resolution dated **January 12, 2015** which reads as follows:*

G.R. No. 184617 (Ferdinand Taruc and Gaudines Ricana* v. Maynilad Water Services, Inc., Lucia Magno, and Maynilad Water Sewerage Union-Philippine Transport General Workers Organization [PTGWO]). - After a judicious perusal of the records, the Court resolves to **DENY** the instant petition and **AFFIRM** the August 21, 2007 Decision¹ and September 17, 2008 Resolution² of the Court of Appeals (CA) in CA-G.R. SP No. 93927 for failure of Ferdinand Taruc and Gaudines Ricana (petitioners) to sufficiently show that the CA committed any reversible error in upholding the validity of the Compromise Agreement.

As correctly found by the CA, no grave abuse of discretion can be attributed to the Secretary of the Department of Labor and Employment in finding that the Compromise Agreement between respondent Philippine Transport General Workers Organization (PTGWO) and Maynilad Water Services, Inc. is valid. Under Article 249 of the Labor Code, it is PTGWO, as the sole and exclusive bargaining agent of the concerned employees, that has the right to act as the representative of its members in the prosecution

- over -

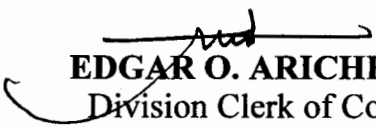
* "Ricaña" in some parts of the record.
1 *Rollo*, pp. 35-48. Penned by Associate Justice Lucenito N. Tagle with Associate Justices Amelita G. Tolentino and Sixto Marella, Jr., concurring.
2 *Id.* at 50-51. Penned by Associate Justice Sixto C. Marella, Jr. with Associate Justices Amelita G. Tolentino and Jose C. Mendoza (now a member of this Court), concurring.

of their individual money claims. As such, Kaisahan at Kapatiran ng mga Manggagawa at Kawani sa West Zone, as represented by petitioners, has no legal standing to assail the validity of the Compromise Agreement considering that PTGWO is now the sole and exclusive representative of the employees-members.

The petitioners' *ex-parte* plea for immediate resolution dated September 1, 2014 is **NOTED**; and the petitioners are hereby **DIRECTED** to **SUBMIT** within five (5) days from notice hereof, a soft copy in compact disc, USB or e-mail containing the PDF file of the signed *ex-parte* plea for immediate resolution pursuant to the Resolution dated February 25, 2014 in A.M. Nos. 10-3-7-SC and 11-9-4-SC.

SO ORDERED.”

Very truly yours,


EDGAR O. ARICHETA
Division Clerk of Court
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Court of Appeals (x)
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(CA-G.R. SP No. 93927)

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08-028-03)

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