

SECOND DIVISION

[G.R. No. 216132, January 22, 2020]

**AL-MASIYA OVERSEAS PLACEMENT AGENCY, INC. AND
ROSALINA ABOY, PETITIONERS, VS. HAZEL A. VIERNES,
RESPONDENT.**

D E C I S I O N

INTING, J.:

This resolves the Petition for Review on *Certiorari* with Urgent Prayer for the Issuance of a Temporary Restraining Order and/or Preliminary Injunction^[1] under Rule 45 of the Rules of Court seeking the reversal of the Decision^[2] dated June 27, 2014 and Resolution^[3] dated December 23, 2014 of the Court of Appeals (CA) in CA-G.R. SP No. 128433. The CA Decision dismissed the Petition for *Certiorari* with Extremely Urgent Prayer for the Issuance of a Temporary Restraining Order and/or Preliminary Injunction^[4] assailing the Resolutions dated September 24, 2012^[5] and November 26, 2012^[6] of the National Labor Relations Commission (NLRC) in NLRC LAC No. OFW (L) 02-000317-12 (NLRC RAB-I-OFW-[L]03-1021-11[IS-2]). The CA Resolution, on the other hand, denied the subsequent motion for reconsideration.^[7]

The Antecedents

The case stemmed from the complaint^[8] for illegal or constructive dismissal filed by Hazel A. Viernes (respondent) against Al-Masiya Overseas Placement Agency, Inc. (Al-Masiya) and Rosalina Aboy, its Manager, (collectively, petitioners) before the NLRC, San Fernando City, La Union. The case was docketed as NLRC Case No. RAB-IOFW(L)-03-1021-11(IS-2).^[9]

On November 7, 2010, respondent was deployed in Kuwait by Al-Masiya, through Saad Mutlaq Al Asmi Domestic Staff Recruitment Office (Saad Mutlaq)/Al Dakhan Manpower, to work as a domestic helper. Respondent's stipulated pay was US\$400 per month for a period of two years.^[10]

Respondent arrived in Kuwait on November 8, 2010 together with other Filipina overseas workers. Due to disagreement in the working conditions, respondent's employment with her first and second employers did not succeed. Her employment with her third employer also did not succeed as the latter could not obtain a working visa for her.^[11]

On December 16, 2010, respondent and one Darwina Golle went to the Philippine Embassy where they related their problems about their employment to Atty. William Merginio (Atty. Merginio), Labor Attaché in Kuwait who offered to help them.^[12]

On January 5, 2011, respondent left the Philippine Embassy after a certain Mr. Mutlaq offered to give her a job at a chocolate factory. However, this chocolate

factory turned out to be inexistent. Then, the employees of Al Rekabi, an employment agency, told her that they would be bringing her to Hawally at night. She refused to take the trip as it was cold and drizzling. She then attempted to report the matter to Atty. Merginio using her cellular phone, but the employees of Al Rekabi confiscated it. Mr. Hassan, the Manager of Al Rekabi, did not accede to her request to postpone the trip to the following day. It came to a point where Mr. Hassan scolded respondent, and forced her to make a written admission that her employers treated her well.^[13]

Sometime after January 6, 2011, respondent was brought to the office of Al Rekabi at Salmiya. On an unspecified date thereafter, at around 7:00 p.m., two men offered her a job at a restaurant in front of the main office of the agency. She accepted the offer. However, instead of being brought to a restaurant in Hawally, where she was supposed to work, respondent was taken to a flat where she was told to apply makeup, and wear attractive and sexy clothes. Another man joined them. Respondent was then told that she would be brought to her place of work. However, she was instead taken to an unlighted area which had buildings but no restaurant or coffee shop signboards. At the area, she saw another man walking. After recognizing that the man was an employee of Al Rekabi, she asked him to bring her to the main office of the agency. She was able to leave at around 11:00 p.m. when the three other men agreed to release her.^[14]

On February 7, 2011, respondent was asked to affix her signature on a letter that she copied purportedly showing that she admitted having preterminated her contract of employment and that she no longer had any demandable claim as she was treated well. Respondent's execution of this letter of resignation was made as a precondition to the release of her passport and plane ticket which were in the possession of petitioners.^[15]

Respondent arrived in the Philippines on February 12, 2011.^[16]

In response to respondent's complaint, petitioners filed a motion to dismiss^[17] on May 11, 2011, alleging that on February 7, 2011, respondent executed an Affidavit of Quitclaim and Desistance, Sworn Statement, and Receipt and Quitclaim before Ofelia M. Castro-Hudson, Assistant Labor Attaché in Kuwait, where she allegedly stated that she voluntarily agreed to release Al-Masiya and Saad Mutlaq, *et al.*, from all her claims arising from her employment abroad. They also presented her handwritten statement where she expressed that her cause for terminating her employment was her own personal reasons.^[18]

Respondent opposed the motion, arguing that she signed the documents in exchange for the release of her passport and plane ticket. Petitioners refuted this by stating that respondent's reason was self-serving.^[19]

After considering the parties' respective arguments, the Labor Arbiter (LA) denied the motion to dismiss and directed the parties to file their respective position papers.^[20]

On August 2, 2011, the LA rendered a Decision^[21] in favor of respondent. The dispositive portion thereof reads:

IN VIEW THEREOF, judgment is hereby rendered directing the AL MASIYA OVERSEAS PLACEMENT AGENCY, INC. and ROSALINA ABOY to jointly and severally pay the complainant:

- 1) Salary Differentials - US\$516.75
- 2) Six (6) months['] Salary for - US\$2,400.00
the unexpired portion of
her contract
- 3) Moral damages - P25,000.00
- 4) Exemplary damages - P25,000.00

plus 10% as attorney's fees payable to the Public Attorney's Office.

SO ORDERED.^[22]

Petitioners appealed the above Decision to the NLRC.

In its Decision^[23] dated April 27, 2012, the NLRC dismissed the appeal on the ground of nonperfection. It observed that petitioners filed a surety bond equivalent to the monetary award, but the attached joint declaration, as required by the 2011 NLRC Rules of Procedure, was not duly signed by their counsel.^[24]

Petitioners filed a Motion for Reconsideration^[25] of the dismissal of their appeal. The NLRC granted the motion in its Resolution^[26] dated September 24, 2012, and gave due course to petitioners' appeal. Nonetheless, the NLRC affirmed *in toto* the Decision of the LA.^[27]

Subsequently, petitioners filed a Motion for Reconsideration^[28] of the Resolution dated September 24, 2012, but the NLRC dismissed it for lack of merit in its Resolution^[29] dated November 26, 2012.

Aggrieved, petitioners filed a Petition for *Certiorari* with Extremely Urgent Prayer for the Issuance of a Temporary Restraining Order and/or Preliminary Injunction^[30] with the CA.

In its Decision^[31] dated June 27, 2014, the CA dismissed the petition for lack of merit. It upheld respondent's entitlement to her money claims, which were granted by the LA and affirmed by the NLRC. The LA held that an employee's execution of a document on final settlement does not foreclose the right to pursue a claim for illegal dismissal; and that quitclaims are frowned upon and do not bind courts unless proven to have been voluntarily executed.^[32] The CA also found illogical petitioners' argument that respondent voluntarily resigned from her job abroad.^[33] On the contrary, the CA observed that respondent would not have pursued her suit if she did resign.^[34]

On December 23, 2014, the CA issued a Resolution^[35] denying petitioners' motion for reconsideration.^[36]

Hence, the present petition.

Petitioners impute the following assignment of errors:

- A. WITH DUE COURTESY, THE HONORABLE COURT OF APPEALS OVERLOOKED THE EVIDENCE AT HAND PROVING THAT THE HONORABLE NATIONAL LABOR RELATIONS COMMISSION SERIOUSLY COMMITTED AN ERROR WHEN IT FAILED TO RECOGNIZE THE LEGAL IMPORT AND EVIDENTIARY RULE OF THE RESIGNATION LETTER, AFFIDAVIT OF QUITCLAIM AND DESISTANCE AS WELL AS THE FINAL SETTLEMENT WHICH THE [RESPONDENT] SIGNED AND EXECUTED BEFORE ASST. LABOR ATTACH[É] OFELIA M. CASTRO-HUDSON.
- B. WITH UTMOST RESPECT, THE HONORABLE COURT OF APPEALS FAILED TO RECOGNIZE THATTHE [sic] HONORABLE NATIONAL LABOR RELATIONS [COMMISSION] COMMITTED AN ERROR AND GROSSLY ABUSED ITS DISCRETION—AND THIS ERROR IS CORRECTIBLE ON APPEAL—WHEN IT FAILED TO CONSIDER THE FACT THAT THE ASST. LABOR ATTACH[É] BEFORE AFFIXING HER SIGNATURE, VERIFICATION AND SEAL OF THE POLO OFFICE, FULLY [APPRISED] THE [RESPONDENT] OF ALL HER CONTRACTUAL AND LEGAL RIGHTS.
- C. WITH DUE REVERENCE, THE HONORABLE COURT OF APPEALSSHOULD [sic] HAVE DELIBERATED ON THE FACT THAT THE NATIONAL LABOR RELATIONS COMMISSION FAILED TO GIVE FULL CREDENCE TO THE DOCUMENTS PERSONALLY SIGNED BY THE [RESPONDENT] BEFORE ASST. LABOR ATTACH[É] OFELIA M. CASTRO-HUDSON.
- D. THE ASST. LABOR ATTACH[É] WAS IN THE PERFORMANCE OF HER REGULAR FUNCTIONS AND DUTIES WHEN THE [RESPONDENT] PERSONALLY APPEARED BEFORE HER AND WHEN SHE SIGNED THE VERIFICATION OF THE DOCUMENTS AND PLACED THE STAMP OF THE PHILIPPINE EMBASSY ON THE SAID DOCUMENTS.
- E. WITH UTMOST HUMILITY, THE HONORABLE COURT OF APPEALSSHOULD [sic] HAVE FOUND GRAVE ABUSE OF DISCRETION WHEN THE HONORABLE NATIONAL LABOR RELATIONS COMMISSION FAILED TO CONSIDER THAT THERE IS NO EVIDENCE ON RECORD WHICH WOULD SHOW THAT ASST. LABOR ATTACH[É] OFELIA M. CASTRO-HUDSON WAS REMISED [sic] IN THE PERFORMANCE OF HER FUNCTIONS AS A REPRESENTATIVE OF THE PHILIPPINE GOVERNMENT WHEN THE DOCUMENTS WERE SUBSCRIBED AND SWORN TO BEFORE HER.
- F. WITH UTMOST RESPECT, THE HONORABLE COURT OF APPEALSDISREGARDED [sic] THE ERROR COMMITTED BYTHE [sic] NATIONAL LABOR RELATIONS COMMISSION WHEN IT FAILED TO RECOGNIZE THE LEGAL IMPORTANCE OF THE OFFICIAL FUNCTION OF ASST. LABOR ATTACH[É] OFELIA M. CASTRO-HUDSON CONSIDERING THERE IS NO SCINTILLA OF EVIDENCE WHICH WOULD SHOW THAT ASST. LABOR ATTACH[É] OFELIA M. CASTRO-HUDSON COMMITTED ANY IRREGULARITY WHEN SHE VERIFIED THE DOCUMENTS SIGNED AND EXECUTED BY THE [RESPONDENT].
- G. WITH UTTER MODESTY, THE HONORABLE COURT OF APPEALSOVERLOOKED [sic] THE ERROR COMMITTED BY THE NATIONAL LABOR RELATIONS

COMMISSION WHEN IT FAILED TO APPRECIATE THE LEGAL SIGNIFICANCE OF THE MEDICAL CERTIFICATE PRESENTED BY THE [RESPONDENT].^[37]

The Courts Ruling

The petition has no merit.

At the outset, it bears stressing that in a petition for review on *certiorari*, the Court's jurisdiction is limited to reviewing errors of law in the absence of any showing that the factual findings complained of are devoid of support in the records or are glaringly erroneous.^[38] The Court is not a trier of facts, and this rule applies with greater force in labor cases.^[39] Questions of fact are to be resolved by the labor tribunals.^[40]

It is quite apparent that the present petition raises questions of fact inasmuch as this Court is being asked to reassess the findings of the LA, the NLRC, and the CA regarding the validity, regularity and due execution of the subject resignation letter, ^[41] Affidavit of Quitclaim and Desistance, ^[42] and the final settlement^[43] allegedly executed by respondent before Assistant Labor Attaché Ofelia M. Castro-Hudson.

It has been consistently held that the factual findings of the NLRC, when confirmed by the CA, are usually conclusive on this Court.^[44] The Court will not substitute its own judgment for that of the tribunal in determining where the weight of evidence lies or what evidence is credible.^[45]

Needless to say, the Court does not try facts or examine testimonial or documentary evidence on record.^[46] At times, the relaxation of the application of procedural rules have been , resorted to, but only under exceptional circumstances.^[47] In this case, however, the Court finds no justification to warrant the application of any of the exceptions.

As found by the LA, respondent was made to copy and sign a resignation letter, which purportedly showed that she admitted having preterminated her contract of employment and that she no longer had any demandable claim as she was treated well.^[48] The LA further found that respondent's execution of the resignation letter was made as a precondition to the release of her passport and plane ticket,^[49] which were in the possession of petitioners.

Moreover, the NLRC judiciously observed:

x x x Verily, the presumption of regularity of official acts, without a doubt, does not lie in the issue under consideration as the evidence on record point to the unmistakable conclusion that the circumstances surrounding the execution of [respondent's] resignation letter, affidavit of quitclaim, and final settlement are highly suspect. As borne out by the facts of the instant case, the receipt and quitclaim are not notarized while the affidavit of quitclaim and desistance shows that the place of execution is the City of Manila on 7 February 2011 when the same was supposedly verified by the Assistant Labor Attaché within the Philippine Overseas Labor Office premises in Kuwait. Reason and logic would, thus, dictate that there was something patently irregular about the foregoing documents. To allow this supposed settlement - anchored on an