

FIRST DIVISION

[G.R. NO. 166507, January 23, 2007]

AMKOR TECHNOLOGY PHILIPPINES, INC., ANTHONY MICHAEL PETRUCCI AND ROSEMARIE S. KATALBAS, PETITIONERS, VS. NORY A. JUANGCO, RESPONDENT.

RESOLUTION

SANDOVAL-GUTIERREZ, J.:

For our resolution is the Motion for Partial Reconsideration filed by petitioners of our Decision promulgated on September 27, 2006 denying their petition for review on certiorari of the Decision of the Court of Appeals in CA-G.R. SP No. 76121, entitled "Nory A. Juangco, petitioner v. National Labor Relations Commission, et al., respondents."

In our Decision of September 20, 2006, we affirmed with modification the Decision dated October 20, 2004 of the Court of Appeals finding that Nory A. Juangco, respondent, was illegally dismissed from her position as Executive Director of Amkor Technology Philippines, Inc., petitioner. We upheld the appellate court's ruling that respondent is entitled to separation pay, backwages and other privileges and benefits. However, we deleted the awards for moral and exemplary damages for lack of basis.

Petitioners anchored their motion for partial reconsideration on our recent Decision in *Domondon v. National Labor Relations Commission, et al.*,^[1] penned by then Senior Associate Justice Reynato S. Puno, now Chief Justice. A second hard look at this case is deemed in order.

While it is not the function of this Court to re-examine the evidence submitted by the parties in a petition for review on certiorari under Rule 45 of the 1997 Rules of Civil Procedure, as amended, we are constrained to determine anew the findings of fact of the Court of Appeals, considering that they are in conflict with those of the National Labor Relations Commission (NLRC). The NLRC, relying on the affidavits of the officers of petitioner-company, found that respondent was not coerced into signing the notice of voluntary retirement. On the other hand, the Court of Appeals found that respondent was coerced to retire. When the findings of facts of the Court of Appeals clash with those of the voluntary arbitrator or the NLRC, we are compelled to go over the records of the case as well as the submission of the parties.^[2]

Records show that due to business losses, petitioner-company saw the need to reduce its existing manpower complement. Several meetings were held among its officers and department heads to discuss actions to be taken to implement the same. Sometime in October, 2001, petitioner-company convened its key officers and department heads, including respondent, to finally decide whether to implement a

voluntary retirement/voluntary separation program or a retrenchment program. During the meeting, respondent expressed her interest and volunteered to personally participate in the downsizing program of the company's personnel.

To formalize her decision to retire from the company, respondent submitted an undated letter signifying her intention to avail of the Voluntary Retirement Program of the company, effective 15 November 2001, subject to the following terms and conditions:

1. I shall receive a separation package equivalent to 1.25 months for every year of service of my current basic monthly salary. I shall also receive an additional one-time 2 months pay, inclusive of the 30 day notice provided for by law.

A week thereafter, or on November 22, 2001, pursuant to her proposition, respondent received her voluntary retirement package in the amount of Three Million Seven Hundred Four Thousand Five Hundred Seventeen Pesos and 98/100 (P3,704,517.98) inclusive of an additional two (2) months pay. Respondent signed a Receipt and Release Waiver and Quitclaim on the same date.

The core of the controversy is whether or not respondent voluntarily retired from her position as Executive Director in petitioner-company.

Respondent denied the due execution of her Release Quitclaim and Waiver, alleging that she signed the same under duress and intimidation. She claimed that she was threatened that she will receive nothing if she will not sign it. With the prospect of receiving nothing, she consented to sign the waiver.

Petitioners maintain that respondent's resignation was voluntary, perforce, there could be no illegal dismissal.

There is intimidation when one of the contracting parties is compelled to give his consent by a reasonable and well-grounded fear of an imminent and grave evil upon his person or property, or upon the person or property of his spouse, descendants or ascendants.^[3] A re-examination of the records of the case convinced us that respondent was not coerced or intimidated into signing her retirement letter. The voluntariness of her retirement is attested and confirmed by top ranking officials of petitioner- company then present during the meeting in October 2001. She failed to present evidence to contradict their statements.

Respondent is a well-educated woman holding a managerial position. It is highly improbable that with her employment stature and educational attainment, she could have been duped into signing a retirement letter against her will. In signifying her intention to retire, she even made a proposition as to the amount she believed she was entitled to. Being a woman of high educational attainment and qualifications, she is expected to know the import of everything she executes.^[4] Having been granted a retirement package which is very much higher than the amount being received by an employee terminated for an authorized cause under Article 283 or one who retires under Article 287 of the Labor Code, we are not swayed by her argument that she was intimidated or coerced in signing her retirement letter. Indeed, it is safe to conclude that such retirement package was the reason why she opted to retire.