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THIRD DIVISION

[G.R. NO. 159832, May 05, 2006]

MERCEDITA ACUÑA, MYRNA RAMONES, AND JULIET MENDEZ, PETITIONERS, VS. HON. COURT OF APPEALS AND JOIN INTERNATIONAL CORPORATION AND/OR ELIZABETH ALAÑON, RESPONDENTS.

DECISION

QUISUMBING, J.:

This petition seeks the review and reversal of the Court of Appeals' **Decision**[1] dated January 27, 2003, in CA-G.R. SP No. 70724, entitled *Join International Corporation and/or Elizabeth Alañon v. National Labor Relations Commission (Third Division), Mercedita Acuña, Juliet Mendez, and Myrna Ramones*, setting aside the resolutions of the NLRC and dismissing the complaint of petitioners.

Petitioners are Filipino overseas workers deployed by private respondent Join International Corporation (JIC), a licensed recruitment agency, to its principal, 3D Pre-Color Plastic, Inc., (3D) in Taiwan, Republic of China, under a uniformly-worded employment contract for a period of two years. Herein private respondent Elizabeth Alañon is the president of Join International Corporation.

Sometime in September 1999, petitioners filed with private respondents applications for employment abroad. They submitted their passports, NBI clearances, medical clearances and other requirements and each paid a placement fee of P14,850, evidenced by official receipts[2] issued by private respondents.

After their papers were processed, petitioners claimed they signed a uniformly-worded employment contract[3] with private respondents which stipulated that they were to work as machine operators with a monthly salary of NT$15,840.00, exclusive of overtime, for a period of two years.

On December 9, 1999, with 18 other contract workers they left for Taiwan. Upon arriving at the job site, a factory owned by 3D, they were made to sign another contract which stated that their salary was only NT$11,840.00.[4] They were likewise informed that the dormitory which would serve as their living quarters was still under construction. They were requested to temporarily bear with the inconvenience but were assured that their dormitory would be completed in a short time.[5]

Petitioners alleged that they were brought to a "small room with a cement floor so dirty and smelling with foul odor (*sic*)". Forty women were jampacked in the room and each person was given a pillow. Since the ladies' comfort room was out of order, they had to ask permission to use the men's comfort room.[6] Petitioners claim they

were made to work twelve hours a day, from 8:00 p.m. to 8:00 a.m.

The petitioners averred that on December 16, 1999, due to unbearable working conditions, they were constrained to inform management that they were leaving. They booked a flight home, at their own expense. Before they left, they were made to sign a written waiver.[7] In addition, petitioners were not paid any salary for work rendered on December 11-15, 1999.[8]

Immediately upon arrival in the Philippines, petitioners went to private respondents' office, narrated what happened, and demanded the return of their placement fees and plane fare. Private respondents refused.

On December 28, 1999, private respondents offered a settlement. Petitioner Mendez received P15,080.[9] The next day, petitioners Acuña and Ramones went back and received P13,640[10] and P16,200,[11] respectively. They claim they signed a waiver, otherwise they would not be refunded.[12]

On January 14, 2000, petitioners Acuña and Mendez invoking Republic Act No. 8042, [13] filed a complaint for illegal dismissal and non-payment/underpayment of salaries or wages, overtime pay, refund of transportation fare, payment of salaries/wages for 3 months, moral and exemplary damages, and refund of placement fee before the National Labor Relations Commission (NLRC). Petitioner Ramones filed her complaint on January 20, 2000.

The Labor Arbiter ruled in favor of petitioners, declaring that Myrna Ramones, Juliet Mendez and Mercedita Acuña did not resign voluntarily from their jobs. Thus, private respondents were ordered to pay jointly and severally, in Philippine Peso, at the rate of exchange prevailing at the time of payment, the following:

1. MERCEDITA ACUÑA

a. Unexpired Portion	NT$95,000.00		
b. Salary for 4 days	2,436.92		
c. Overtime pay for 4 hrs. in 4 days	1,523.07		
	NT$98,960.00*		
d. Refund of placement fee		PHP45,000.00	
(Less: Amount received per Quitclaim)		13,640.00	31,360.00
e. Moral damages			25,000.00
f. Exemplary damages			40,000.00

2. JULIET C. MENDEZ

a. Unexpired Portion	NT$95,000.00		
b. Salary for 4 days	2,436.92		
c. Overtime pay for 4 hrs. in 4 days			

	1,523.07		
	NT$98,960.00*		
d. Refund of placement fee		PHP45,000.00	
(Less: Amount received per Quitclaim)		15,080.00[14]	29,920.00
e. Moral damages			25,000.00
f. Exemplary damages			40,000.00

3. MYRNA R.RAMONES

a. Unexpired Portion			
	NT$95,000.00		
b. Salary for 4 days			
	2,436.92		
c. Overtime pay for 4 hrs. in 4 days			
	1,523.07		
	NT$98,960.00*		
d. Refund of placement fee		PHP45,000.00	
(Less: Amount received per Quitclaim)		16,200.00	28,800.00
e. Moral damages			25,000.00
f. Exemplary damages			40,000.00[15]

The Labor Arbiter likewise ordered the payment of attorney's fees equivalent to ten percent (10%) of the award which totaled NT$296,880.00 and P285,080.00 The other claims were dismissed for lack of merit.

Private respondents thereafter appealed the decision to the National Labor Relations Commission. The NLRC ruled that the inclusion of Alañon as party respondent in this case had no basis since respondent JIC, being a juridical person, has a legal personality, separate and distinct from its officers.[16] It partially granted the appeal and ordered that the amounts of P15,080, P13,640 and P16,200 received under the quitclaim by Mendez, Acuña and Ramones, respectively, be deducted from their respective awards. They were awarded attorney's fees equivalent to ten percent (10%) of their awarded labor-standards claims for unpaid wages and overtime pays. No moral and exemplary damages and placement fees were awarded.[17] Private respondents' motion for partial reconsideration was denied.

On appeal, the Court of Appeals ruled for private respondents. It set aside the resolutions dated February 26, 2002 and December 10, 2001 of the NLRC and dismissed the complaint of petitioners.[18]

In their petition before us, petitioners raise the following issues:

I

WHETHER OR NOT PUBLIC RESPONDENT COURT OF APPEALS ERRED AND/OR GRAVELY ABUSED ITS DISCRETION, AMOUNTING TO LACK OF

JURISDICTION, IN TAKING COGNIZANCE OF THE PETITION FOR CERTIORARI FILED BY THE PRIVATE RESPONDENTS, DESPITE THE FACT THAT THE NLRC'S RESOLUTION OF DECEMBER 10, 2001 HAD ALREADY BECOME FINAL AND EXECUTORY, PRIVATE RESPONDENTS' MOTION FOR PARTIAL RECONSIDERATION WITH THE NLRC HAVING BEEN FILED OUT OF TIME

II

ALTERNATIVELY, WHETHER OR NOT PUBLIC RESPONDENT COURT OF APPEALS ERRED IN SETTING ASIDE THE RESOLUTIONS OF THE NLRC, AND IN DISMISSING THE COMPLAINT OF THE PETITIONERS.[19]

Prefatorily, petitioners aver that private respondents' Verification and Certification of the Petition for Certiorari stated that the copy of the resolution of the NLRC dated December 10, 2001 was received on January 4, 2002 and its partial motion for reconsideration filed on January 29, 2002, or 15 days beyond the reglementary period. However, a perusal of the Partial Motion for Reconsideration[20] filed by private respondents show that the NLRC Resolution dated December 10, 2001 was in fact received by private respondents on January 24, 2002 and not on January 4, 2002. Hence, the appeal was properly filed within the 10-day reglementary period.

In this petition the issue left for resolution is whether petitioners were illegally dismissed under Rep. Act No. 8042, thus entitling them to benefits plus damages.

The Labor Arbiter and the NLRC found that petitioners admitted they resigned from their jobs without force, coercion, intimidation and pressure from private respondents' principal abroad.[21]

According to the Labor Arbiter, while it may be true that petitioners were not coerced into giving up their jobs, the deplorable, oppressive and sub-human working conditions drove petitioners to resign. In effect, according to the Labor Arbiter, the petitioners did not voluntarily resign.[22]

The NLRC also ruled that there was constructive dismissal since working under said conditions was unbearable.[23]

As we have held previously, constructive dismissal covers the involuntary resignation resorted to when continued employment becomes impossible, unreasonable or unlikely; when there is a demotion in rank or a diminution in pay; or when a clear discrimination, insensibility or disdain by an employer becomes unbearable to an employee.[24]

In this case, the appellate court found that petitioners did not deny that the accommodations were not as homely as expected. In the petitioners' memorandum, they admitted that they were told by the principal, upon their arrival, that the dormitory was still under construction and were requested to bear with the temporary inconvenience and the dormitory would soon be finished. We likewise note that petitioners did not refute private respondents' assertion that they had deployed approximately sixty other workers to their principal, and to the best of their knowledge, no other worker assigned to the same principal has resigned, much