

## NINTH DIVISION

[ CA–G.R. SP No. 138146, March 26, 2015 ]

**LUIS P. DANAOS, DOING BUSINESS UNDER THE NAME AND STYLE  
AS DANASAN MANPOWER AND MANAGEMENT SERVICES,  
PETITIONER, VS. NATIONAL LABOR RELATIONS COMMISSION  
(SIXTH DIVISION) AND MARK ANTHONY B. CASEM,  
RESPONDENTS.**

### **D E C I S I O N**

**DICDICAN, J.:**

Before us is a Petition for *Certiorari*<sup>[1]</sup> filed by petitioner Luis P. Danao pursuant to Rule 65 of the 1997 Revised Rules of Court seeking to annul and set aside the Decision<sup>[2]</sup> promulgated by the Sixth (6th) Division of the National Labor Relations Commission (NLRC) on July 31, 2014 in NLRC LAC No. (L)-03-000285-14 which, *inter alia*, affirmed the Decision<sup>[3]</sup> of Labor Arbiter Joel S. Lustria dated February 19, 2014 in NLRC NCR Case No. 09-12918-13 (“assailed decision”). Likewise assailed in the instant petition is the subsequent Resolution<sup>[4]</sup> that was issued by the NLRC on September 17, 2014 denying the motion for reconsideration of the assailed decision that was filed by the petitioner in the said case for lack of merit (“assailed resolution”).

The material and relevant facts of the case, as culled from the record, are as follows:

Petitioner Danasan Manpower and Management Services (“petitioner”) is a duly licensed recruitment agency engaged in the recruitment of Filipino workers for deployment abroad. It is owned and operated by petitioner Luis P. Danao. In July 2003, the petitioner, acting as an agent to its foreign principal, Raffles Human Resources PTE LTD., hired and contracted private respondent Mark Anthony B. Casem (“private respondent”) for the position of Restaurant Supervisor in Singapore for a period of twelve (12) months with a monthly salary of SD\$2,000.00. For his deployment abroad, the private respondent paid a placement fee in the amount equivalent to his one month salary or SD\$2,000.00.

Thus, on July 16, 2013, the private respondent started to work as a Restaurant Supervisor at Shin Minori Japanese Restaurant in Singapore. However, two (2) months later or, on September 12, 2013, the private respondent filed a Complaint<sup>[5]</sup> against herein petitioner in the NLRC for illegal dismissal, payment of his salary for the unexpired portion of his contract, non-payment of salary for two (2) months and refund of placement fee. The said case was docketed as NLRC NCR Case No. (L) 09-12918-13. In his complaint, the private respondent alleged that his foreign employer changed the nature of his work from Restaurant Supervisor to Restaurant Cook. Moreover, the private respondent averred that he was not paid his salary in

accordance with the contract of employment which he entered into with the petitioner.

Further, the private respondent narrated that he demanded for the payment of his salary for the first two (2) months of his work but his foreign employer told him that his salaries were already paid to herein petitioner for his placement fee. Nonetheless, because of his persistent complaints regarding the change in the nature of his work and payment of his salary, the private respondent's employer told him to quit his job, to pack up his belongings and to go straight to the airport as somebody would be monitoring his movement. Fearing for his safety, the private respondent claimed that he bought his plane ticket out of his remaining pocket money and flew back to the Philippines. Thus, the private respondent maintained that, after working for two (2) months in Singapore, he was repatriated without substantive and procedural due process.

On the other hand, the petitioner countered that there was no violation of the private respondent's contract of employment. In fact, the petitioner insisted that the private respondent received his first month salary after a month of service to his employer. However, the petitioner submitted that, starting on September 11, 2013, the private respondent no longer reported for work for unknown reasons. This prompted his employer to report the said incident to the police, as well as to herein petitioner agency. Thereafter, they discovered that the private respondent had already returned to the Philippines without giving them any notice.

On February 19, 2014, Labor Arbiter Joel S. Lustria rendered a Decision<sup>[6]</sup> declaring the termination of the private respondent from work as illegal. The dispositive portion of the said decision reads:

"WHEREFORE, premises considered, judgment is hereby rendered, declaring respondents guilty of illegal dismissal.

"Accordingly, respondents are hereby ordered jointly and severally liable:

"1.) To pay complainant the amount of SD20,000.00, or its equivalent in Philippine currency prevailing at the exchange rate at the time of payment, representing his unrealized earnings for the unexpired portion of his employment contract;

"2.) To pay complainant the amount of SD2,000.00, or its equivalent in Philippine Currency prevailing at the exchange rate at the time of payment, representing his one (1) month unpaid salary;

"3.) To pay complainant the amount of P47,600.00, representing the reimbursement of his placement fee;

"4.) To pay complainant an amount equivalent to ten (10%) percent of the total judgment award, as and for attorney's fees.

"Other claims are dismissed for lack of merit.