



SUPREME COURT OF THE PHILIPPINES
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Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

ASCENT SKILLS HUMAN G.R. No. 249843
RESOURCES SERVICES, INC.,
PRISCILLA K. VALENCIA, LESLIE
S. VALENCIA, JOYCE M.
ZULUETA, MOHAMMAD ALI
ABANG DATUCALI AND NOEL
DELA CERNA EDROZO,

Petitioners,

Present:

LEONEN, Chairperson
CARANDANG,
ZALAMEDA,
ROSARIO, and
DIMAAMPAO, *JJ.**

- versus -

ALMA TACDA MANUEL,

Promulgated:

October 6, 2021

Respondent.

MisDPCB-H

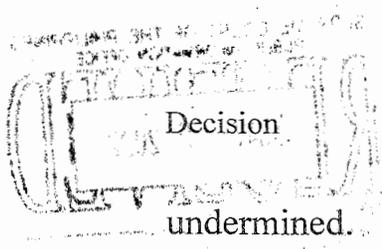
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DECISION

ZALAMEDA, J.:

The State's policies of affording full protection to labor and upholding the dignity of the Filipino workers should not be reduced to a mere lip service. In every labor case, the courts and labor tribunals should always endeavor to assiduously assess the totality of the circumstances to ensure that the rights and interests of our labor force are not unduly compromised or

* Designated as additional member per Special Order No. 2839 dated 16 September 2021.



This Court resolves a Petition¹ under Rule 45 of the Rules of Court, seeking to reverse and set aside the Decision² dated 15 April 2019 and Resolution³ dated 08 October 2019 of the Court of Appeals (CA) in CA G.R. SP No. 157847. The CA reversed and set aside the Decision⁴ dated 07 June 2018 and Resolution⁵ dated 24 July 2018 issued by the National Labor Relations Commission (NLRC) in NLRC LAC No. (OFW-L) 02-000142-18 (NLRC NCR Case No. 08-11803-17).

Antecedents

On 13 April 2017, petitioner Ascent Skills Human Resources Services, Inc. (Ascent) deployed respondent Alma Tacda Manuel (respondent) to the Kingdom of Saudi Arabia (KSA) to work as a domestic helper for a contract term of two (2) years with a salary of US\$400.00 a month.⁶

Twelve (12) days later, respondent complained about her working conditions and refused to work for her employer. Consequently, her employer brought her to Silver Contract Manpower Office (Silver Contract), Ascent's foreign principal, where she stayed while the latter looked for another employer for her. However, when Silver Contract offered her a new job in Abha, KSA, respondent refused because she wanted to work in Riyadh.⁷

Later, a former employee of Silver Contract took her to United Project Company (UPC). She stayed there, along with other workers who were to be repatriated or were waiting for a job assignment. After several months at UPC, respondent pleaded for Silver Contract to repatriate her. Before her repatriation, she executed a letter, which reads:

Ako po si Alma T. Manuel may numerong pasaporte D1389230A
Taga Carmen [N]orth Cotabato na nagsasabi[:]

¹ *Rollo*, pp. 48-81.

² *Id.* at 289-298; penned by Associate Justice Ma. Luisa C. Quijano-Padilla, and concurred in by Associate Justices Elihu A. Ybanez and Geraldine C. Fiel-Macaraig.

³ *Id.* at 319-321.

⁴ *Id.* at 183-194, Annex "M"; penned by Commissioner Gina F. Cenit-Escoto, concurred in by Commissioner Romeo L. Go, and with dissent from Presiding Commissioner Gerardo C. Nograles.

⁵ *Id.* at 231-235, Annex "P."

⁶ *Id.* at 82-84; see signed Standard Employment Contract For Filipino Household Service Worker (HSWs) Bound for the Kingdom of Saudi Arabia.

⁷ *Id.* at 14-15.

1. [A]ko po ay uuwi ng Philippines na walang kailangan sa aking kasalukuyang [e]mployer
2. Ayaw ko nang mag trabaho
3. walang pananagutan ang akin[g] Agency
4. wala rin akong kailangan sa Agency na Ascent⁸

On 10 July 2017, she flew back to the country. Barely a month after, she filed a complaint⁹ for constructive dismissal, payment of the unexpired portion of her contract, moral and exemplary damages, and attorney's fees against Ascent and its directors and other officers, namely, Priscilla K. Valencia, Leslie S. Valencia, Joyce M. Zulueta, Mohammad Ali Abang Datucali, and Noel Dela Cerna Edrozo (collectively, petitioners). She later amended¹⁰ her complaint to include claims for sexual harassment, discrimination, maltreatment, and trafficking.

As the parties failed to reach an amicable settlement, the Labor Arbiter (LA) required them to file their respective position papers and evidence.¹¹

Respondent alleged that she applied for a job in Riyadh. However, when she was at the airport, she was surprised to see that her plane ticket¹² was bound for Jeddah. She then learned from Ascent's representative that she was actually headed to Abha, KSA. She got worried, but she knew she had to proceed since she needed the money to provide for her children.¹³

On respondent's third day at her employer's house, the employer, Raman, required her to give him a massage. She refused but Raman was insistent. While she was massaging his feet, Raman grazed her breast and forced her to hold his private part.¹⁴ Fortunately, they were interrupted when Raman's wife called her. Shocked by what happened, she ran to the kitchen and wept.¹⁵ When Raman left, respondent confided with Raman's spouse. Raman, however, continued to harass her sexually whenever he could. Hence, she asked to be returned to Silver Contract.¹⁶

⁸ *Id.* at 125.

⁹ *Id.* at 88-89, Annex "E."

¹⁰ *Id.* at 90-92, Annex "F."

¹¹ *Id.* at 150.

¹² *Id.* at 85.

¹³ *Id.* at 105-106.

¹⁴ *Id.* at 106-107.

¹⁵ *Id.* at 107.

¹⁶ *Id.*

When she arrived, a certain Mr. Musa of Silver Contract asked her if she was willing to work for another employer. She initially agreed, but eventually refused the offer when Mr. Musa told her that her new employment would be in Abha again. Subsequently, a man took her from Silver Contract under the pretext that he was her new employer then brought her to UPC. There, she and seven (7) other people were locked up in a tiny space without sufficient ventilation and air conditioning. They were not given enough ration for food and water. She had to eat left-overs, sometimes even spoiled food.¹⁷ More than two (2) months later, she realized the hopelessness of her situation and asked to be repatriated.¹⁸

Ascent and petitioner Mohammad Ali Abang Datucali jointly filed their Position Paper,¹⁹ denying respondent's dismissal, let alone her constructive dismissal. They alleged that respondent refused to work because her employer's house was huge, and it was difficult for her to clean the said house every day. She continued to work for a month until she decided to quit, prompting her employer to return her to Silver Contract. Silver Contract's representatives explained to respondent the consequences of her action, but she still chose to be repatriated. Before her repatriation, she voluntarily executed the letter showing that she willingly and voluntarily pre-terminated her employment contract.

Ruling of the LA

The LA issued a Decision²⁰ dated 19 December 2017, finding for respondent, thus:

WHEREFORE, premises considered, judgment is hereby rendered as follows:

1. Declaring complainant to have been constructively dismissed from employment.
2. Ordering respondents to solidarily pay complainant's wages representing the unexpired portion of her contract in the amount of SR 31,455.00 or in its Philippine Peso equivalent at the time of payment; moral and exemplary damages in the respective amounts of P10,000.00 and 10% attorney's fees.

¹⁷ *Id.* at 108.

¹⁸ *Id.*

¹⁹ *Id.* at 93-98, Annex "G."

²⁰ *Id.* at 135-145, Annex "K."; penned by Labor Arbiter Remedios P. Marcos.



All other claims are dismissed for lack of merit.

So Ordered.²¹

Ruling of the NLRC

On appeal, the NLRC reversed the LA. The dispositive portion of its Decision reads:

WHEREFORE, premises considered, complainant's partial appeal is hereby **DENIED** for lack of merit, while respondent's appeal is hereby **GRANTED**. The assailed Decision dated 19 December 2017 is hereby **REVERSED** and **SET ASIDE**, and a new one entered declaring that complainant was not constructively dismissed. Accordingly, the monetary awards granted to her are hereby **DELETED**.

SO ORDERED.²²

The NLRC held that respondent failed to present substantial evidence to prove that she was constructively dismissed. By itself, respondent's affidavit did not suffice to overcome her burden to prove the fact of constructive dismissal.²³ It added that the facts and circumstances showed respondent's intention to sever her employment. She admitted that Silver Contract found a new employer for her in Abha, but she turned it down since she preferred to work in Riyadh. She also did not deny that she voluntarily executed her letter as she wanted to be repatriated.²⁴

After the NLRC denied respondent's motion for reconsideration,²⁵ she filed a Petition for *Certiorari*²⁶ with the CA.

Ruling of the CA

The CA reversed the NLRC as it agreed with the LA that the totality

²¹ *Id.* at 143-144.

²² *Id.* at 193.

²³ *Id.* at 190-191.

²⁴ *Id.* at 191-192.

²⁵ *Id.* at 195-207, Annex "N."

²⁶ *Id.* at 236-262, Annex "Q."



of the circumstances showed that respondent was constructively dismissed. The dispositive portion of its decision reads:

WHEREFORE, the petition is **GRANTED**. The June 7, 2018 Decision and July 24, 2018 Resolution of the National Labor Relations Commission in NLRC LAC No. (OFW-L)02-000142-18 [NLRC NCR Case NO. 08-11803-17] are **REVERSED AND SET ASIDE**. The December 19, 2017 Decision of the Labor Arbiter is hereby **REINSTATED**. In addition, legal interest shall be computed at the rate of 6% per annum of the total monetary award from date of finality of this Decision until full satisfaction thereof.

SO ORDERED.²⁷

Petitioner filed a Motion for Reconsideration²⁸ but the CA denied the same. Hence, it filed the present Petition before this Court.

Issue

The issue for the Court's resolution is whether the CA committed reversible error in finding that the NLRC gravely abused its discretion in holding that respondent voluntarily resigned and was not constructively dismissed.

Ruling of the Court

The Court denies the Petition.

At the outset, it bears to point out that the issues raised here are factual. The determination of the existence of constructive dismissal and resignation requires the Court to examine the facts and calibrate the probative value of the evidence on hand. Generally, a petition for review raising factual issues is dismissible outright. Only questions of law are permitted under Rule 45 of the Rules of Court because the Court is not a trier of facts.²⁹ Moreover, factual findings of administrative or quasi-judicial

²⁷ *Id.* at 297.

²⁸ *Id.* at 299-317, Annex "T."

²⁹ *See Toquero v. Crossworld Marine Services, Inc.*, G.R. No. 213482, 26 June 2019 [Per J. Leonen].

bodies, including labor tribunals, are accorded much respect by this Court. They are specialized to rule on matters falling within their jurisdiction, especially when these are supported by substantial evidence.³⁰

While the Court has on certain occasions relaxed the application of this procedural rule, it has done so only under exceptional circumstances.³¹ The instant case falls under the exception given that the factual findings of the NLRC are completely different from that of the Labor Arbiter and the CA.³² Whereas the Labor Arbiter and CA agree that there was constructive dismissal in this case, the NLRC is convinced that respondent voluntarily resigned.

In resolving such an impasse, the Court is guided by the aphorisms in labor cases that an employer has the burden of proving that an employee voluntarily resigned. However, an allegation of constructive dismissal must be proven by the employee.³³ Moreover, to determine the existence of constructive dismissal vis-à-vis the voluntariness of resignation, courts should weigh the evidence presented by the parties and delve into the totality of circumstances.³⁴

Jurisprudence defines resignation as the “voluntary act of an employee who is in a situation where one believes that personal reasons cannot be sacrificed in favor of the exigency of the service, and one has no other choice but to dissociate oneself from employment.”³⁵ On the other hand, constructive dismissal can happen in any number of ways. At its core, however, is the gratuitous, unjustified, or unwarranted nature of the employer's action.³⁶ In *Jacob v. First Step Manpower Int'l Services, Inc. (Jacob)*,³⁷ the Court explained that constructive dismissal does not always entail a forthright dismissal or diminution in rank, compensation, benefit, and privileges. There can also be constructive dismissal where an act of clear discrimination, insensibility, or disdain by employers becomes so unbearable for the employees that it could foreclose any choice by the latter except to forego their continued employment.

In the instant case, the totality of evidence establishes the unfairness

³⁰ See *St. Paul College Pasig v. Mancol*, 824 Phil. 520 (2018) [Per J. Peralta].

³¹ See *Al-Masiya Overseas Placement Agency, Inc. v. Viernes*, G.R. No. 216132, 22 January 2020 [Per J. Inting].

³² *Id.*

³³ See *Cokia Industries Holdings Management, Inc. v. Bug-Os*, G.R. No. 236322, 27 November 2019 [Per J. Carandang].

³⁴ *Jacob v. First Step Manpower Int'l Services, Inc.*, G.R. No. 229984, 08 July 2020 [Per J. Leonen].

³⁵ See *Pascua v. Bank Wise, Inc.*, 824 Phil. 846, 859 (2018) [Per J. Leonen].

³⁶ *Supra* at note 31.

³⁷ *Supra* at note 34.

and unjustness of respondent's situation. Considering what respondent went through, the Court agrees that her unbearable condition and environment precipitated her repatriation. The CA's finding on this is worth quoting:

In filing this labor complaint, petitioner maintained that she was constructively dismissed, citing several circumstances making her continued employment unendurable and unacceptable. She enumerated in detailer her concerns such as (1) she was deployed in Abha not in Riyadh, Saudi Arabia; (2) the sexual advances of the male employer unto her including the touching of her breasts and forcing her to touch his private part; (3) her transfer to another employment agency, United Project; (4) she was locked along with another applicant in a room and were not given water to drink or decent food to eat. To the Court's mind, these circumstances attributable to private respondents are easily rebuttable. Interestingly, though, neither Ascent Skills Human Resources nor Silver refute these.

Assuming that it was petitioner who refused to be transferred to UPC, her work in Abha, Saudi Arabia, to begin with, was not shown to have been processed through the Philippine Overseas Employment Agency (POEA). It can be recalled that petitioner was originally deployed to work in Riyadh, Saudi Arabia but was surprised to see her plane ticket indicating that she was going to Abha. Such fact, again, was not denied by private respondents and was corroborated by her own employment contract with Silver. x x x

Petitioner's assignment as domestic helper in Abha, Saudi Arabia instead of Riyadh as stated in her contract with Silver, was a breach of the original contract approved by the government. Hence, petitioner's refusal to accept another work from UPC was proper under the circumstances. The Court cannot tolerate this practice as it will open floodgates to even more abuse of our overseas workers in the hands of their foreign employers and recruiters. x x x³⁸

As correctly stressed by the CA, respondent had the right to refuse her employment in Abha. The employment she signed for was in Riyadh. On this score, the NLRC erroneously held that there was no violation of the employment contract since it did not state what city respondent was supposed to work.³⁹ On the contrary, the employment contract stated the employer's address to be Riyadh, not elsewhere. Also, Silver Contract's office was in Riyadh. Clearly, respondent was made to believe that she was bound for Riyadh, not Abha.

³⁸ *Rollo*, pp. 294-295.

³⁹ *Id.* at 191.



Since Silver Contract could not immediately find the right employment opportunity for the respondent, the least it could do for her was to provide her with appropriate living conditions. Instead, out of spite, Silver Contract placed her in a miserable situation that forced the latter to sever her employment. What Silver Contract did under the circumstances is indubitably tantamount to constructive dismissal. As recently held by the Court, there is constructive dismissal where the employer intentionally places the employee in a situation that will result in the latter being coerced into severing his ties with the former.⁴⁰

Lest it be forgotten, respondent's employer likewise contributed immensely to her predicament. She left her job because her employer was molesting her, and the spouse was not doing anything about it. Respondent's traumatic experience is similar to the case of the overseas household helper in *Jacob*. Therein, the household helper was also subjected to her employer's lewd conduct. When she complained to her employer's spouse, the latter disregarded her accusations and even subjected her to physical and verbal harm. The acts of her employer became unbearable for the overseas household helper that she decided to escape from them and return to her foreign agency. In holding that there was constructive dismissal under the circumstances, the Court elucidated:

Certainly, the treatment petitioner experienced in the hands of her foreign employers fostered a hostile and unbearable work setting which impelled her not only to leave her employers but also, as in petitioner's words, to escape (*tumakas*). The conclusion is all too clear that there exists a well-grounded fear on her part prompting her to run away despite having been employed overseas for barely two (2) months.

The cessation of petitioner's employment was not of her own doing but was brought about by unfavorable circumstances created by her foreign employers. To put in simply, if petitioner failed to continue her job, it was because she refused to be further subjected to the ordeal caused by [her] employers' conduct. All of these evidently constitute a case of constructive dismissal.⁴¹

Petitioners are adamant that the evidence on record sufficiently proved that respondent's resignation was voluntary. They also harp on the voluntariness of the execution of her letter. The NLRC agreed, holding that respondent failed to prove that she was coerced or threatened when she stated in her letter that she opted to go back to the Philippines as she no

⁴⁰ *Supra* at note 31.

⁴¹ *Supra* at note 34.



longer wanted to work.⁴²

The Court does not agree.

To restate, in interposing the defense of resignation, as in the present case, it is still incumbent upon the employer to prove that the employee voluntarily resigned.⁴³

The CA correctly held that the letter alone is not sufficient proof that respondent voluntarily quit from her employment.⁴⁴ To be sure, quitclaims, waivers, or releases are looked upon with disfavor. They are commonly frowned upon as contrary to public policy and ineffective to bar claims for the measure of a worker's legal rights. The reason for this rule is that the employer and the employee do not stand on the same footing, such that quitclaims usually take the form of contracts of adherence, not of choice.⁴⁵

Given that resignation is a formal pronouncement of relinquishment of an office, it must be concurrent with the intent and the act.⁴⁶ Again, the Court must take into consideration the totality of the circumstances to determine the voluntariness of respondent's action.

The attendant circumstances herein disprove petitioners' assertion. Contrary to what petitioners try to impress upon this Court, respondent was very willing to continue with her employment. That is precisely why she stayed in KSA despite the abrupt end of her first employment. However, Silver Contract reneged on its obligation to find work for respondent in Riyadh and unduly presented her with options to work elsewhere. When she refused, Silver Contract brought her to a place unknown to her. There, she was locked up and neglected. Respondent's traumatic situation at UPC pushed her into a desperate position. With her future abroad getting bleaker and the situation more insufferable by the day, she was left with no other option but to seek refuge in her own country. These circumstances paint a clear picture of utter hopelessness on the part of respondent and coercion by Silver Contract.

The Court could hardly lend credence to petitioners' assertion that respondent was brought to UPC for the sole purpose of providing her with accommodation while waiting for a new employer. It is also difficult to

⁴² *Rollo*, p. 192.

⁴³ *See Vicente v. The Hon. Court of Appeals*, 557 Phil. 777 (2007) [Per J. Ynares-Santiago].

⁴⁴ *Rollo*, p. 296.

⁴⁵ *Supra* at note 29.

⁴⁶ *Supra* at note 33.

believe that Silver Contract did not neglect respondent or deprived her of her liberty. If these assertions were true, petitioners could have easily submitted a picture of UPC to dispute respondent's assertion as to the inhumane condition of the place. Also, if Silver Contract was really concerned for respondent's well-being, it should have asked its own employee to look after respondent, instead of leaving her to the care of a mere former employee. It should not have also allowed her to stay in an accommodation where her safety was at risk.

Notably, to bolster its finding in favor of petitioner, the NLRC lifted this excerpt from respondent's position paper:

Bago po ako umuwi ay may ipinasulat po sila sa aking na wala po akong habol sa agency ko po. Ginawa ko na rin po iyon kasi gusto ko na makauwi mula sa mga masamang naranasan ko doon.⁴⁷

The NLRC construed this explanation as sufficient evidence of the voluntariness of respondent's action.⁴⁸ However, the tenor of such a statement can also show the helplessness of respondent's situation – that she acceded to what Silver Contract told her do so she can finally end her agony abroad. Given the totality of the circumstances, the scales of justice must be tilted in favor of the latter interpretation.

The Court likewise sees no merit in petitioners' argument that for respondent's allegation to be credible, she should have lodged a complaint before the Philippine Overseas Labor Office (POLO) instead of executing the letter.⁴⁹ Respondent's failure to complain to the POLO cannot be taken against her. To subscribe to petitioners' line of argument would be to unduly add burden to an already hapless overseas Filipino worker. This, the Court cannot accept. Respondent, who was out of work for more than two (2) months and deprived of comfort and freedom during the same period, was understandably already under a lot of stress. Going to the POLO to complain would have only prolonged her ordeal and delay her return to the country. It bears pointing out, however, that respondent lost no time in filing the proper complaint before the labor tribunal. She lodged her complaint barely a month after her repatriation. Besides, since the employer bears the burden to establish the voluntariness of the employee's resignation, Silver Contract should have taken the initiative to bring the matter to the POLO if only to solidify its claim as regards the voluntariness of respondent's action.

All things considered, the Court affirms the CA's finding that

⁴⁷ *Rollo*, p. 108.

⁴⁸ *Id.* at 193.

⁴⁹ *Id.* at 63.



respondent was constructively dismissed.

As regards the propriety of the monetary award, the LA is correct that respondent is entitled to her salaries corresponding to the unexpired portion of her employment contract in accordance with Section 7 of Republic Act No. (RA) 10022.⁵⁰ The award of attorney's fees equivalent to 10% of the total monetary award is likewise in order, as it may be recovered by an employee in actions for indemnity under the employer's liability laws.⁵¹

Given the established facts, however, the Court increases the LA's award of Php10,000.00 moral damages and Php10,000.00 exemplary damages to Php100,000.00 each. To be sure, awards for moral and exemplary damages would be proper if the employee was harassed and arbitrarily dismissed by the employer.⁵² Moral damages are recoverable if the termination is attended with bad faith, or fraud, or was oppressive to labor or done in a manner contrary to morals, good customs, or public policy and that social humiliation, wounded feelings, or grave anxiety resulted therefrom. Similarly, exemplary damages are recoverable when the dismissal was effected in a wanton, oppressive, or malevolent manner. To merit the award of these damages, additional facts showing bad faith are thus necessary.⁵³

Petitioners' sneaky and underhanded change of respondent's work destination, followed by their absolute indifference toward the latter's plight abroad in the hands of Silver Contract, reeks of bad faith and justifies not only the grant of damages but the increase thereof to a more acceptable amount. The measly amount given by the LA is a slap on the wrist. It does not uphold the dignity and fundamental rights of respondent, which petitioners and Silver Contract unabashedly violated. The amount of Php100,000.00 is, to Our mind, the reasonable approximation of the moral injury sustained by respondent under the circumstances, while the amount of Php100,000.00 as exemplary damages is the appropriate amount to effectively discourage unscrupulous overseas recruitment agencies from committing these detestable offenses against Filipino overseas workers.

In light of prevailing jurisprudence,⁵⁴ the aggregate monetary award shall earn legal interest at 6% *per annum* from finality of the Court's Resolution until fully satisfied.

⁵⁰ *Supra* at note 34.

⁵¹ *See Jebsens Maritime, Inc. v. Mirasol*, G.R. No. 213874, 19 June 2019 [Per J. Caguioa].

⁵² *Philippine National Bank v. Cabansag*, 499 Phil. 512 (2005) [Per J. Panganiban].

⁵³ *See Asian International Manpower Services, Inc. v. Court of Appeals*, 535 Phil. 109 (2006) [Per J. Ynares-Santiago].

⁵⁴ *Nacar v. Gallery Frames*, 716 Phil. 267 (2013) [Per J. Peralta].

Finally, there is no basis to dismiss the complaint against the individual petitioners who are corporate officers and members of the board of directors of Ascent. Ascent being a corporation, Section 10 of RA 8042,⁵⁵ as amended by RA 10022,⁵⁶ provides explicitly for their solidary liability:

SEC. 10. *Money Claims.* — Notwithstanding any provision of law to the contrary, the Labor Arbiters of the National Labor Relations Commission (NLRC) shall have the original and exclusive jurisdiction to hear and decide, within ninety (90) calendar days after the filing of the complaint, the claims arising out of an employer-employee relationship or by virtue of any law or contract involving Filipino workers for overseas deployment including claims for actual, moral, exemplary and other forms of damage. Consistent with this mandate, the NLRC shall endeavor to update and keep abreast with the developments in the global services industry.

The liability of the principal/employer and the recruitment/placement agency for any and all claims under this section shall be joint and several. This provision shall be incorporated in the contract for overseas employment and shall be a condition precedent for its approval. The performance bond to be filed by the recruitment/placement agency, as provided by law, shall be answerable for all money claims or damages that may be awarded to the workers. **If the recruitment/placement agency is a juridical being, the corporate officers and directors and partners as the case may be, shall themselves be jointly and solidarily liable with the corporation or partnership for the aforesaid claims and damages.** (Emphasis supplied)

Out of the pan and into the fire. This is the plight of some Filipino overseas workers who are lured to work abroad with the hope of providing a better life for themselves and their families. They even go to the extent of mortgaging their properties or borrowing money with usurious interest to try their luck abroad. Sadly, not all Filipino workers have a happy ending. There have been many cases documented where foreign employers and foreign principals subject Filipino workers to different forms of nightmarish abuses that make their lives a lot more unbearable than they already are. To add insult to injury, the owners and officers of Filipino recruitment agencies, who are supposed to protect the interest of their *kababayans* during the term of their contracts, often ignore the latter's pleas for help and even collude with the foreign principals to evade accountability. They cunningly use as leverage the hapless situation of our overseas workers to wangle from them quitclaims and releases with scandalously low and inequitable

⁵⁵ Otherwise known as the "Migrant Workers and Overseas Filipinos Act of 1995."

⁵⁶ Entitled "AN ACT AMENDING REPUBLIC ACT NO. 8042, OTHERWISE KNOWN AS THE MIGRANT WORKERS AND OVERSEAS FILIPINOS ACT OF 1995, AS AMENDED, FURTHER IMPROVING THE STANDARD OF PROTECTION AND PROMOTION OF THE WELFARE OF MIGRANT WORKERS, THEIR FAMILIES AND OVERSEAS FILIPINOS IN DISTRESS, AND FOR OTHER PURPOSES," approved on 08 March 2010.



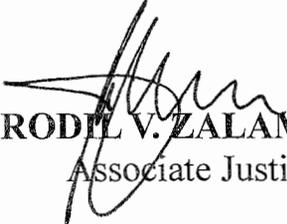
considerations, often masked by words of voluntariness and acquiescence. Thus, the Filipino workers end up going home with little to no money, with debts already piled up and a horrible experience that would scar them for life.

The least that courts and labor tribunals should do is not to unwittingly allow themselves to be a part of these abhorrent practices. The NLRC ruling, if allowed to prosper, will lead to many repercussions. It will only embolden more unscrupulous and cold-hearted recruitment agencies and foreign principals to disparage the dignity of our Filipino workers. It will likewise severely affect our economy as Filipino workers, the country's leading contributor to dollar remittances, become disillusioned and terrified of working abroad. Too, maltreated overseas workers would be discouraged to file suits against their oppressors and tormentors because their efforts could only go in vain. This should not be the case. The decision at bar assures Filipino workers of its commitment that they can rely on the courts to obtain the justice they deserve. The courts shall always afford full protection to their rights and interest and rule justly only after assiduously considering all the facts and circumstances involved. It would be wise and proper for the labor tribunals to take a cue from this Court's stance.

WHEREFORE, premises considered, the instant Petition for Review is **DENIED**. The Decision dated 15 April 2019 and Resolution dated 08 October 2019, issued by the Court of Appeals in CA G.R. SP No. 157847, reinstating the 19 December 2017 Decision of the Labor Arbiter, are **AFFIRMED** with **MODIFICATION** in that petitioners are ordered to pay respondent's wages representing the unexpired portion of her contract in the amount of SR31,455.00 or in its Philippine Peso equivalent at the time of payment; moral damages and exemplary damages are increased to Php100,000.00 each and 10% attorney's fees.

In addition, legal interest shall be computed at the rate of 6% per annum of the total monetary award from date of finality of this Decision until full satisfaction thereof.

SO ORDERED.


RODIL V. ZALAMEDA
Associate Justice

WE CONCUR:

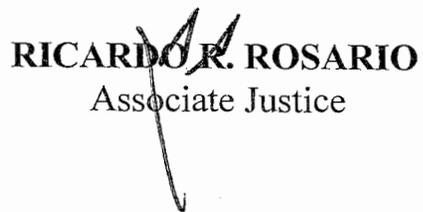


MARVIC M.V.F. LEONEN

Associate Justice
Chairperson



ROSMARI D. CARANDANG
Associate Justice



RICARDO R. ROSARIO
Associate Justice



JAPAR B. DIMAAMPAO
Associate Justice

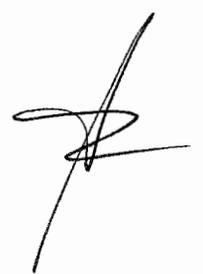
ATTESTATION

I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



MARVIC M.V.F. LEONEN

Associate Justice
Chairperson



CERTIFICATION

Pursuant to the Section 13, Article VIII of the Constitution, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.


ALEXANDER G. GESMUNDO
Chief Justice

