



Republic of the Philippines  
**Supreme Court**  
 Manila

**THIRD DIVISION**

**U R EMPLOYED  
 INTERNATIONAL  
 CORPORATION and  
 PAMELA T. MIGUEL,**  
*Petitioners,*

**G.R. No. 225263**

Present:

LEONEN, *J.*, Chairperson,  
 LAZARO-JAVIER,  
 LOPEZ, M.,  
 LOPEZ, J., and  
 KHO, JR., *JJ.*

– versus –

**MIKE A. PINMILIW,  
 MURPHY P. PACYA,  
 SIMON M. BASTOG, and  
 RYAN D. AYOCHOK,**  
*Respondents.*

Promulgated:

**March 16, 2022**

*MisADCBoH*

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

**LOPEZ, M. J.:**

The Court resolves the Petition for Review on Certiorari<sup>1</sup> filed by U R Employed International Corporation (UREIC) and Pamela T. Miguel challenging the Decision<sup>2</sup> dated June 29, 2015 and the Resolution<sup>3</sup> dated May 18, 2016 of the Court of Appeals (CA) in CA-GR. SP No. 129221.

On May 11, 2011, UREIC hired Mike A. Pinmiliw (Mike), Murphy P. Pacya, Simon M. Bastog, and Ryan D. Ayochock (Ryan); (collectively, respondents), as construction workers in Kota Kinabalu, Sabah, Malaysia for its principal, The W Construction (TWC).<sup>4</sup> The respondents' contracts were for a duration of two years with a basic monthly salary of RM800.00.<sup>5</sup>

<sup>1</sup> *Rollo*, pp. 20–42.

<sup>2</sup> *Id.* at 9–15. Penned by Associate Justice Francisco P. Acosta with the concurrence of Associate Justices Jose C. Reyes, Jr. (retired Associate Justice of the Court) and Eduardo B. Peralta, Jr.

<sup>3</sup> *Id.* at 7–8.

<sup>4</sup> *Id.* at 45–46; and 76–77.

<sup>5</sup> *Id.* at 77.

Upon the respondents' arrival in Malaysia, the broker who fetched them from the airport took their passports.<sup>6</sup> They were made to live in a place with unsafe living conditions – the living and sleeping quarters were crowded, and there was poor sanitation and poor ventilation causing workers to easily get sick and spread communicable diseases.<sup>7</sup> The respondents worked beyond regular hours without pay.<sup>8</sup> Later, they discovered that they only had tourist visas, and that TWC was hiding them from the authorities because they did not have work permits.<sup>9</sup> The respondents reported their living and working conditions to their broker, but their grievances were unheeded.<sup>10</sup> Left without any other recourse, Ryan sent an e-mail to the editorial of the Baguio Midland Courier on August 14, 2011, narrating their experience and seeking assistance.<sup>11</sup>

In the last week of August 2011, TWC's human relations officer summoned the respondents and questioned them about the e-mail sent to the Baguio Midland Courier. On September 13, 2011, the respondents' supervisor informed them that they were terminated and being processed for repatriation. UREIC assured the respondents that they would be sent home on September 15, 2011. However, they were only repatriated sometime in November 2011. Meantime, their food supply was cut off.<sup>12</sup>

On December 5, 2011, the respondents filed a complaint for illegal dismissal and money claims against UREIC and Pamela Miguel, as administrators (collectively, petitioners).<sup>13</sup> On March 12, 2012, the complaint was dismissed without prejudice on the ground that both parties failed to submit their respective position papers. On March 26, 2012, the complaint was reinstated upon the respondents' Motion to Revive.<sup>14</sup>

The respondents alleged that petitioners promised them good working conditions in Malaysia, and were even shown pictures of suitable sleeping quarters and food, which would be provided free of charge as stated in the contract.<sup>15</sup> They then claimed payment of salaries for the unexpired portion of their contracts, overtime pay, refund of their placement fees, transportation costs, and illegal deductions, damages, and attorney's fees.

For their part, petitioners denied the allegations of the respondents, and countered that the respondents voluntarily resigned from their jobs, except for Ryan, who was terminated on the ground of grave misconduct after he wrote derogatory statements to the Baguio Midland Courier, an act or omission that brought disrepute to TWC. Petitioners submitted the summary of respondents'

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<sup>6</sup> Id. at 69.

<sup>7</sup> Id. at 70.

<sup>8</sup> Id.

<sup>9</sup> Id. at 69–70; and 77.

<sup>10</sup> Id. at 70.

<sup>11</sup> Id. at 77.

<sup>12</sup> Id. at 73.

<sup>13</sup> Id. at 68. Docketed as NLRC--RAB--CAR--12--0423--11.

<sup>14</sup> Id.

<sup>15</sup> Id. at 69.



pay slips to prove that they were properly paid based on the average overtime rate of RM295.00, there were no illegal deductions, and that the respondents' wages for the last month they worked were duly paid.<sup>16</sup>

The Labor Arbiter (LA), in its Decision<sup>17</sup> dated May 7, 2012, found that the respondents were constructively dismissed due to the unbearable and unfavorable working conditions set by the employer. With regard to Ryan, the LA ruled that his termination was done "hastily in derogation to the mandatory requirements of procedural and substantial [*sic*] due process."<sup>18</sup> Anent the respondents' money claims, they were awarded reimbursement of placement fees, backwages until the end of their employment contracts, damages, and attorney's fees.<sup>19</sup> However, their claims for overtime pay and illegal deductions were declared unsubstantiated,<sup>20</sup> except for Mike, who presented proof of the illegal deductions made from his salary,<sup>21</sup> thus:

WHEREFORE, premises all considered, judgment is hereby rendered ordering respondents jointly and severally liable to:

- 1) pay each complainants [*sic*] backwages until the end of their employment contracts[:]  
 $RM800 \times 18 \text{ mos.} \times [P]13.8372 = [P]199,255.70 \times 4 = [P]797,022.80$
- 2) refund to each complainant their respective placement fees  $[P]15,000 \times 4 = 60,000.00$
- 3) Pay  $[P]30,000$  each to complainants for damages ..... = 120,000.00
- 4) Refund Pinmiliw the amount of 2,045.00RM or  $[P]28,297.08$ , representing deductions from his salary = 28,297.05
- 5) pay complainants attorney's fees at 10% of the total monetary award to be recovered  $([1,005,319.85] \times 10\%) = 100,531.98$
- 6) or a total of .....  $[P]1,105,851.83$

All other claims are dismissed for lack of merit.

SO ORDERED.<sup>22</sup>

On petitioners' appeal, the National Labor Relations Commission (NLRC) affirmed the ruling of the LA, viz.:

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<sup>16</sup> Id. at 71–72.  
<sup>17</sup> Id. at 68–75. The Decision in NLRC–RAB–CAR–12–0423–11 was rendered by LA Monroe C. Tabingan.  
<sup>18</sup> Id. at 74.  
<sup>19</sup> Id. at 74–75.  
<sup>20</sup> Id.  
<sup>21</sup> Id.  
<sup>22</sup> Id. at 75.



WHEREFORE, premises considered, the appealed Decision is hereby AFFIRMED in toto. The instant appeal is hereby DISMISSED for want of merit.

SO ORDERED.<sup>23</sup>

Petitioners moved for reconsideration, but was denied.<sup>24</sup> Undaunted, petitioners sought recourse before the CA, ascribing grave abuse of discretion on the part of the NLRC.<sup>25</sup> Petitioners averred that the labor tribunals erroneously relied on the unverified affidavits and position paper of the respondents that lacked supporting evidence.

On June 29, 2015, the CA dismissed the *certiorari* petition,<sup>26</sup> to wit:

**WHEREFORE**, premises considered, the present Petition is **DENIED**. Accordingly, the assailed the [*sic*] Resolutions dated 25 September 2012 and 27 December 2012 of the NLRC are hereby **AFFIRMED in toto**.

**SO ORDERED.**<sup>27</sup> (Emphases in the original)

The CA stressed “that technical rules [of procedure] are invariably relaxed when it comes to proceedings before the labor tribunals. What is essential in” labor cases is “that [the] parties must be given the reasonable opportunity to appear and defend their rights, introduce witnesses and relevant evidence in their favor.”<sup>28</sup> The CA then ruled that the respondents’ failure to verify their affidavits did not nullify the proceedings before the labor tribunals nor the decisions promulgated considering that the parties were afforded the chance to present their sides.<sup>29</sup> Also, records reveal that the affidavits were duly signed by the respondents and were notarized, which sufficiently show that the respondents read the pleading. The respondents’ signatures signify that they attest to the truth and correctness of the allegations in the affidavits. Finally, the CA concluded that there was substantial evidence to prove that respondents were illegally dismissed.<sup>30</sup>

Petitioners moved for reconsideration, but it was denied.<sup>31</sup> Hence, this petition.

In the meantime, records reveal that before the filing of the complaint with the LA, a complaint with the Philippine Overseas Employment Administration (POEA) was filed by the respondents, together with a certain

<sup>23</sup> Id. at 78.

<sup>24</sup> Id.

<sup>25</sup> Id. at 76 and 78. Petition for Certiorari under Rule 65 of the Rules of Court Docketed as CA–G.R. SP No. 129221.

<sup>26</sup> Id. at 76–82. The Decision in CA G.R. SP No. 129221 was penned by Associate Justice Francisco P. Acosta with the concurrence of Associate Justices Jose C. Reyes Jr. (retired Member of the Court) and Eduardo B. Peralta, Jr., First Division.

<sup>27</sup> Id. at 82.

<sup>28</sup> Id. at 80.

<sup>29</sup> Id.

<sup>30</sup> Id.

<sup>31</sup> Id. at 83–84.

Job. G. Gambala, against UREIC for violation of the 2002 POEA Rules and Regulations Governing the Recruitment and Employment of Land-Based Overseas Workers.<sup>32</sup> The same set of facts alleged in the LA complaint were raised, and the same affidavits were submitted by the respondents in the POEA case. The POEA complaint was dismissed on October 8, 2012 for failure of the respondents to substantiate their allegations and attend the scheduled hearings.<sup>33</sup> The respondents appealed the dismissal to the Department of Labor and Employment (DOLE), which treated the appeal as a petition for review. On July 16, 2013, the DOLE affirmed, and reiterated that there was no evidence to sustain the charges against UREIC aside from the respondents' bare allegations.<sup>34</sup> The DOLE's Order became final and executory on October 25, 2013.<sup>35</sup>

Before the Court, petitioners now point to the CA's error in not declaring that the NLRC and the LA committed grave abuse of discretion when they violated the doctrines of primary administrative jurisdiction and immutability of judgment. Moreover, the CA allegedly erred in not considering the POEA and the DOLE's Orders, which dealt with the same allegations as in the LA complaint.

We find the petition bereft of merit.

In the case of *Engr. Lim v. Hon Gamosa*,<sup>36</sup> the Court cited that:

Primary jurisdiction, also known as the doctrine of Prior Resort, is the power and authority vested by the Constitution or by statute upon an administrative body to act upon a matter by virtue of its specific competence. The doctrine of primary jurisdiction prevents the court from arrogating unto itself the authority to resolve a controversy which falls under the jurisdiction of a tribunal possessed with special competence.<sup>37</sup> (Citations omitted)

Furthermore,

[P]rimary jurisdiction does not necessarily denote exclusive jurisdiction. It applies where a claim is originally cognizable in the courts and comes into play whenever enforcement of the claim requires the resolution of issues which, under a regulatory scheme, has been placed within the special competence of an administrative body; in such case, the judicial process is suspended pending referral of [the] issues to the administrative body for its [review].<sup>38</sup> (Citations omitted)

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<sup>32</sup> Id. at 20–21. Docketed as POEA Case No. RV 11–11–1731.

<sup>33</sup> Id. at 45–52. The Order in POEA Case No. RV 11–11–1731 was rendered by Administrator Hans Leo J. Caedac.

<sup>34</sup> Id. at 53–65. The Order was penned by Undersecretary Danilo P. Cruz.

<sup>35</sup> Id. at 66.

<sup>36</sup> 774 Phil. 31 (2015).

<sup>37</sup> Id. at 48

<sup>38</sup> Id. at 49.



In some instances, an administrative body is granted primary jurisdiction, concurrent with another government agency or the regular court.<sup>39</sup>

In this case, while the respondents alleged the same set of facts and the same affidavits were submitted before the LA and the POEA, the complaints raised different causes of action. The LA complaint involved the issue of illegal dismissal and various money claims, while the POEA complaint involved administrative disciplinary liability for violation of the 2002 POEA Rules and Regulations Governing the Recruitment and Employment of Land-Based Overseas Workers. Thus, the doctrine of primary jurisdiction does not apply.

Moreover, a review of the respective jurisdictions of the POEA and the LA reveals that these administrative bodies do not have concurrent jurisdiction. On the one hand, the Migrant Workers and Overseas Filipinos Act of 1995,<sup>40</sup> as amended by Republic Act (RA) No. 10022,<sup>41</sup> provides that the LA shall have original and exclusive jurisdiction to hear and decide 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, thus:

**Section 7.** Section 10 of RA No. 8042, as amended, is hereby amended to read as follows:

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.

x x x x

In case of termination of overseas employment without just, valid or authorized cause as defined by law or contract, or any unauthorized deductions from the migrant worker's salary, the worker shall be entitled to the full reimbursement of his placement fee and the deductions made with interest at twelve percent (12%) per annum, plus his salaries for the unexpired portion of his employment contract or for three (3) months for every year of the unexpired term, whichever is less. (Emphases and underscoring supplied)

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<sup>39</sup> Id.

<sup>40</sup> REPUBLIC ACT NO. 8042. Approved on June 7, 1995.

<sup>41</sup> 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 March 8, 2010.



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On the other hand, Rule X of the Implementing Rules and Regulations of RA No. 10022<sup>42</sup> provides that the POEA exercises administrative jurisdiction arising out of violations of rules and regulations and administrative disciplinary jurisdiction over employers, principals, contracting partners, and overseas Filipino workers, to wit:

**RULE X  
ROLE OF DOLE**

X X X X

A. POEA

X X X X

Sec. 6. Jurisdiction of the POEA.

**The POEA shall exercise original and exclusive jurisdiction to hear and decide:**

- (a) all pre-employment/recruitment violation cases which are administrative in character, involving or arising out of violations of Rules and Regulations relating to licensing and registration, including refund of fees collected from the workers or violation of the conditions for issuance of license or authority to recruit workers; and
- (b) **disciplinary action cases and other special cases, which are administrative in character, involving employers, principals, contracting partners and OFWs processed by the POEA.**<sup>43</sup>  
(Emphases and underscoring supplied)

The jurisdiction of these administrative bodies does not in any way intersect as to warrant the application of the doctrine of primary jurisdiction. Accordingly, the appreciation by the POEA and LA of the complaints should be limited to matters falling within their respective jurisdictions, and only insofar as relevant to the resolution of the controversies presented before them.

Similarly, the doctrine of immutability of judgments does not apply to this case. Under the doctrine, “[a]ll the issues between the parties are deemed resolved and laid to rest once a judgment becomes final. No other action can be taken on the decision except to order its execution.”<sup>44</sup> The decision “becomes immutable and unalterable and may no longer be modified in any respect even if the modification is meant to correct erroneous conclusions of fact or law and whether it will be made by the court that rendered it or by the

<sup>42</sup> OMNIBUS RULES AND REGULATIONS IMPLEMENTING THE MIGRANT WORKERS AND OVERSEAS FILIPINOS ACT OF 1995, AS AMENDED BY REPUBLIC ACT NO. 10022. Signed on July 8, 2010.

<sup>43</sup> Id.

<sup>44</sup> *Spouses Poblete v. Banco Filipino Savings and Mortgage Bank*, G.R. No. 228620, June 15, 2020, <<https://elibrary.judiciary.gov.ph/thebookshelf/docmonth/Jun/2020/1>>.



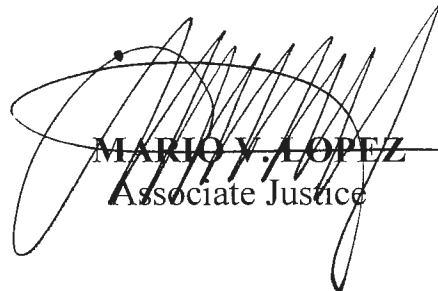
highest court of the land.”<sup>45</sup> Here, the DOLE’s Order, which became final on October 25, 2013, settled the issue of whether petitioners violated the 2002 POEA Rules and Regulations Governing the Recruitment and Employment of Land-Based Overseas Workers. It did not involve the issue of respondents’ illegal dismissal and money claims lodged with the LA and the NLRC and now pending before this Court. Consequently, the finality of the DOLE Order has no effect to the resolution of the present petition.

Besides, the factual findings of the LA and the NLRC conform to evidence and are confirmed by the CA. Hence, they are accorded respect and finality, and are binding upon this Court. “It is only when the factual findings of the NLRC and the appellate court are in conflict that this Court will review the records to determine which finding should be upheld as being more in conformity with the evidentiary facts. Where the [CA] affirms the findings of the labor agencies and there is no showing whatsoever that said findings are patently erroneous, this Court is bound by those findings.”<sup>46</sup> Here, the LA, the NLRC, and the CA unanimously ruled that petitioners illegally dismissed the respondents, and that there was no voluntary resignation on the part of the respondents nor just cause for Ryan’s dismissal. We see no reason to deviate from these findings.

Finally, pursuant to prevailing jurisprudence,<sup>47</sup> the monetary awards shall earn legal interest at the rate of 6% *per annum* from the date of the finality of this Decision until full satisfaction.

**FOR THE STATED REASONS**, the petition is **DENIED**. The Decision of the Court of Appeals dated June 29, 2015 and the Resolution dated May 18, 2016 in CA-G.R. SP No. 129221 are **AFFIRMED with MODIFICATION**. The Labor Arbiter’s grant of backwages, refund of placement fees and damages in favor of the respondents, and the refund of deductions from respondent Pinmiliw’s salary, plus 10% attorneys fees of the total monetary award shall earn legal interest at the rate of 6% *per annum* from the date of the finality of this Decision until fully paid.

**SO ORDERED.**

  
**MARIO V. LOPEZ**  
Associate Justice

<sup>45</sup> *Peña v. GSIS*, 533 Phil. 670, 689–690 (2006).

<sup>46</sup> *Nippon Express Philippines Corporation v. Daguiso*, G.R. No. 217970, June 17, 2020, <<https://elibrary.judiciary.gov.ph/thebookshelf/docmonth/June/2020/1>>.

<sup>47</sup> *Nacar v. Gallery Frames*, 716 Phil. 267 (2013).





WE CONCUR:



**MARVIC M.V.F. LEONEN**

Associate Justice  
Chairperson

**AMY C. LAZARO-JAVIER**  
Associate Justice

**JHOSEP V. LOPEZ**  
Associate Justice

**ANTONIO T. KHO, JR.**  
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 Section 13, Article VIII of the Constitution, and the Division Chairperson's Attestation, 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