Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

STEPHANIE A. MAITIM, MARGIE M. AMBAN, and FLORA Q. MAHINAY, *Petitioners*,	**G.R. No. 240143**
- versus -	Present: CAGUIOA, *J.*,* *Chairperson*, INTING,** *Acting Chairperson*, GAERLAN, DIMAAMPAO, *and* SINGH,*** *JJ.*
TEKNIKA SKILLS AND TRADE SERVICES, INC./CESAR E. PABELLANO and ARABIAN GULF COMPANY FOR MAINTENANCE AND CONTRACTING,** *Respondents*.	Promulgated: JAN 15 2025

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DECISION

GAERLAN, *J.*:

This is a Petition for Review on *Certiorari*[1] under Rule 45 of the Rules of Court, as amended, assailing the Decision[2] dated February 28, 2018 and the Resolution[3] dated June 11, 2018 of the Court of Appeals (CA) in CA-G.R. SP No. 153484.

The assailed issuances annulled and set aside the Decision[4] dated August 29, 2017 and the Resolution[5] dated October 25, 2017 issued by the

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* On official business.
** Acting Chairperson.
*** On leave.
**** Also referred to as "Arabian Gulf Co.".
1 *Rollo*, pp. 10–44.
2 *Id.* at 45–58. Penned by Associate Justice Magdangal M. De Leon and concurred in by Associate Justices Rodil V. Zalameda (now a Member of this Court) and Renato C. Francisco of the Sixth Division of the Court of Appeals, Manila.
3 *Id.* at 59–63.
4 *Id.* at 64–80. Penned by Commissioner Gina F. Cenit-Escoto and concurred in by Presiding Commissioner Gerardo C. Nograles of the First Division of the National Labor Relations Commission. Commissioner Romeo L. Go dissented, albeit no Dissenting Opinion can be found in the records of the case.
5 *Id.* at 81–85.

National Labor Relations Commission (NLRC) in NLRC LAC No. (OFW) 03-000241-17 which, in turn, affirmed with modification the January 30, 2017 Decision[6] of Labor Arbiter Michelle P. Pagtalunan (LA Pagtalunan) in NLRC-NCR Case No. (L) 11-14779-16.

In her Decision, LA Pagtalunan partly found merit in the complaint for underpayment of wages, nonpayment of overtime pay, vacation leave pay, food allowance and other monetary claims filed by petitioners Stephanie A. Maitim (Maitim), Margie M. Amban (Amban), and Flora Q. Mahinay (Mahinay) (Maitim, et al.) against respondents Teknika Skills and Trade Services, Inc. (TSTSI), TSTSI's President, Cesar E. Pabellano (Pabellano), and Arabian Gulf Company for Maintenance and Contracting (AGCMC) (TSTSI, et al.).

Antecedents

On different dates in the year 2013, Maitim et al. were hired by TSTSI, on behalf of its principal, AGCMC, for the position of Nursing Aide at King Fahad General Hospital in Al Khobar, Saudi Arabia.[7]

Maitim et al. claimed that when they were hired by TSTSI, their respective employment contracts provided that, for a period of two years, they would work eight hours a day and receive a monthly salary of USD 400.00. In addition, Maitim et al. alleged that their original contract, copies of which were never given to them by TSTSI, provided that they were entitled to a food allowance and an annual vacation leave of 21 days with full pay. These are reflected in the records of the Philippine Overseas Employment Administration (POEA)[8] and, more importantly, in the Standard Employment Contract for Various Skills.[9]

However, on the day of their respective departures to Saudi Arabia, Maitim et al. were each required to sign a second contract of employment designating them as housekeepers and, for a period of three years, work 12 hours a day with a much lower monthly salary of SAR 850.00. Maitim et al. protested but they were allegedly blackmailed by TSTSI's representative that, in addition to reimbursing all of the agency's expenses, they would have to pay hefty fines for backing out. Thus, Maitim et al. were constrained to sign the second contract and go to Saudi Arabia.[10]

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6 *Id.* at 86–93.

7 CA *rollo*, pp. 307–314. Letters dated February 9, 2013 and August 13, 2013 issued by Hassan Kader, Human Resources Manager of AGCMC.

8 *Rollo*, pp. 111–113. Overseas Filipino Worker Information.

9 *Id.* at 116–117.

10 *Id.* at 46–47.

Maitim et al. claimed that even after their contracts had ended, AGCMC refused to allow them to return to the Philippines. It was only after they sought help from the local police that AGCMC allowed them to leave. In view of AGCMC's acts, Maitim and Mahinay worked with them for three years and two months while Amban worked for three years and eight months, more or less.[11]

Maitim et al. were repatriated sometime in October 2016. Afterwards, they instituted the instant case with the arbitration branch of the NLRC.[12]

The LA Ruling

During the scheduled hearing on January 10, 2017, only Maitim et al. were able to submit a position paper. TSTSI et al. made an oral motion for additional time to submit their position paper, but the same was denied. Thus, LA Pagtalunan submitted the case for decision *sans* TSTSI et al.'s position paper.[13]

In their Position Paper[14] dated January 10, 2017, Maitim et al. asseverated that in view of the difference in the salary between their first and second contracts of employment, they are entitled to salary differentials covering the underpayment of their respective wages. They also claimed that they must be paid their vacation leave pay for 21 days per year for three years, as well as the food allowance of SAR 30.00 per day which were never given to them by AGCMC. Moreover, since they were made to work 12 hours a day instead of the originally agreed eight hours, they are likewise entitled to overtime pay. Finally, Maitim et al. prayed for the award of moral and exemplary damages and attorney's fees.

Meanwhile, TSTSI et al. submitted a Motion for Reconsideration with Entry of Appearance,[15] also dated January 10, 2017, asking for LA Pagtalunan's leniency. TSTSI et al. claimed that they were not able to file their position paper on time because the documents necessary to answer Maitim et al.'s allegations were still in Saudi Arabia.[16]

TSTSI et al. also filed a Position Paper[17] dated January 19, 2017 wherein they contended that Maitim et al. were each paid a monthly salary of

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11 *Id.* at 47.
12 *Id.*
13 CA *rollo*, p. 125.
14 *Rollo*, pp. 98–110.
15 CA *rollo*, pp. 80–83.
16 *Id.* at 81.
17 *Rollo*, pp. 126–137.

SAR 1,500.00 and a food allowance of SAR 300.00 per month for a fixed period of two years. TSTSI et al. further alleged that Maitim et al. renewed their respective contracts with AGCMC without TSTSI's knowledge. TSTSI et al. posited that it was highly unlikely for Maitim et al. to have worked at a reduced salary for three years without seeking redress. As such, Maitim et al. are not entitled to their claims.[18]

On January 30, 2017, LA Pagtalunan rendered a Decision[19] in favor of Maitim et al. She found that Maitim et al. were able to prove that they were indeed underpaid by AGCMC and were entitled to differentials for their salary and vacation leave pay, computed at 24 months.[20]

Nevertheless, LA Pagtalunan denied Maitim et al.'s prayer for reimbursement of food allowance and payment of overtime pay. She reasoned that there is no basis to reimburse Maitim et al's alleged expenses for their daily subsistence in the absence of clear and concrete evidence. Moreover, Maitim et al. were not able to prove that they rendered overtime work for AGCMC.[21]

Ultimately, LA Pagtalunan decreed:

> **ALL TOLD**, the respondents Teknika Skills and Trade Services Inc./Arabian Gulf Company, and Cesar E. Pabellano are hereby ordered to pay the complainants the following:
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> | | | | |
> |---|---|---|---|
> | 1. | Stephanie A. Maitim | - | [PHP] 288,066.00 |
> | 2. | Flora Q. Mahinay | - | [PHP] 288,066.00 |
> | 3. | Margie M. Amban | - | [PHP] 243,445.80 |
>
> The detailed computation of the foregoing awards is attached and made an integral part of this Decision.
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> **SO ORDERED.**[22] (Emphasis in the original)

Dissatisfied, Maitim et al. and TSTSI et al. interposed their respective appeals to the NLRC.[23]

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18 *Id.* at 128 & 130.
19 *Id.* at 86–93.
20 *Id.* at 90.
21 *Id.* at 91–92.
22 *Id.* at 93.
23 *Id.* at 138–151 & 155–169.

The NLRC Ruling

In their Memorandum of Partial Appeal[24] dated March 2, 2017, Maitim et al. argued that LA Pagtalunan erred in the computation of their salary differentials. They asserted that the said computation was based on a two-year employment period, instead of three years. They also insisted on their entitlement to payment of food allowance, overtime pay, moral and exemplary damages, and attorney's fees.

On the other hand, in their Memorandum of Partial Appeal[25] dated March 6, 2017, TSTSI et al. submitted, for the first time, the payroll summary[26] and daily time records[27] of Maitim et al. to prove that the latter were indeed paid a monthly salary of SAR 1,500.00 and a food allowance of SAR 300.00.

In their Answer[28] dated April 3, 2017, Maitim et al. asserted that TSTSI et al. were given sufficient time by LA Pagtalunan to file their position paper but failed to do so within the period provided to them. Maitim et al. also asserted that the documents belatedly adduced by TSTSI et al. were mere fabrications which contain erasures, strange markings, and forged signatures. In support of the allegation that the said documents were forged, Maitim et al. adduced a *Salaysay*[29] dated March 29, 2017 which was executed by their former coworker, Rizza U. Salvahan (Salvahan). Salvahan claimed that she was also employed by AGCMC through TSTSI; that she and her co-workers were not paid the correct wages; and that having left Saudi Arabia on April 13, 2016, her signature in the payrolls submitted by TSTSI et al. for the period between April 2016 and October 2016 were patently forged. Too, in a *Pinag-samang Salaysay ng Pegtetestigo*[30] dated March 28, 2017, six of Maitim et al.'s former co-workers—namely, Judith M. Petilos, Norberto C. Concha (Concha), Elmer B. Brian (Brian), Jerry D. Esmele (Esmele), Rolando R. Cater (Cater), and Salvahan—corroborated the allegation that they were all required to render service for 12 hours a day while being underpaid their rightful salaries. A similar *Salaysay*[31] dated April 4, 2017 was also executed by Concha, Brian, Esmele, and Cater.

In their Reply[32] dated July 14, 2017, TSTSI et al. stood by the authenticity of its payroll records because "[t]he foreign employer would not

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24 *Id.* at 138–151.
25 *Id.* at 155–169.
26 *Id.* at 181–302.
27 *Id.* at 303–325.
28 *Id.* at 358–376.
29 *Id.* at 392–393.
30 *Id.* at 382–383.
31 *Id.* at 384–385.
32 *Id.* at 395–410.

submit these group payrolls if they were not authentic or fabricated."[33] They also dismissed the claims of Maitim et al.'s former co-workers for being purely hearsay evidence.[34]

In their Comment to Respondents' Reply[35] dated July 18, 2017, Maitim et al. stood by their position that they were deprived of their lawful wages and entitlements by AGCMC, and that the records submitted by TSTSI et al. were all forgeries.

Meanwhile, in its Comment/Opposition[36] dated July 21, 2017, TSTSI et al. insisted that Maitim et al. were paid the correct wages and were not entitled to their claims.

Maitim et al. stood by their contentions and reflected them in their Reply to Respondents' Comment/Opposition[37] dated August 9, 2017.

Finally, in their Rejoinder[38] dated August 15, 2017, TSTSI et al. claimed that the payroll records of AGCMC do not refer to Salvahan but, rather, to one "Rizza Salailan" whose signature is completely different from the former. Moreover, the alleged erasures, strange markings, and double signatures in the payroll records are not concrete evidence to prove that the same were forged. If the same were indeed falsified, argued TSTSI et al., then Saudi Arabia's Ministry of Labor and Social Services would have been the first to protest on the authenticity of said records.

On August 29, 2017, the NLRC rendered a Decision[39] partly granting the appeal interposed by Maitim et al. but denying TSTSI et al.'s recourse.

The NLRC refused to admit as evidence the group payrolls adduced by TSTSI et al. While the belated submission of these documents were excusable because the same had to be delivered from Saudi Arabia, the NLRC found that they were of dubious authenticity. The NLRC found credence in Salvahan's claim that her signatures appeared in the group payrolls from April 2016 to October 2016 despite the fact that she was no longer working in Saudi Arabia at that time. Moreover, TSTSI et al. never denied Maitim et al.'s assertion that they incurred absences during their respective tenures. Since they were working on a "no work, no pay" policy—a practice which TSTSI

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33 *Id.* at 403.
34 *Id.* at 403–406.
35 *Id.* at 419–422.
36 *Id.* at 423–435.
37 *Id.* at 442–453.
38 *Id.* at 454–461.
39 *Id.* at 64–80.

et al. also never denied—it was not possible to Maitim et al. to have received exactly the same unchanged amounts of salary as shown in said payroll records.[40]

On the other hand, in view of TSTSI et al.'s admission that Maitim et al. worked at AGCMC for more than three years, LA Pagtalunan erred in her computation of the latter's salary differentials. Furthermore, Maitim et al. were entitled to vacation leave with full pay, as well as food allowance, the same being reflected in their respective employment contracts. The NLRC likewise granted Maitim et al.'s prayer for overtime pay. It found that the time cards[41] presented by TSTSI et al. did not even bear Maitim et al.'s signatures, thereby indicating that the latter never used the same during their employment.

Ultimately, the NLRC decreed:

> **WHEREFORE**, complainants' appeal is hereby **PARTIALLY GRANTED**, while respondents' appeal is hereby **DISMISSED**. Accordingly, the Decision of the Office of Labor Arbiter Michelle P. Pagtalunan dated 30 January 2017 is hereby **MODIFIED** as follows:
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> 1) Respondents Teknika Skills and Trade Services, Inc./Arabian Gulf Company and Cesar E. Pabellano are hereby held solidarily liable to pay the following monetary awards or their Peso equivalent at the time of payment:
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> STEPHANIE A. MAITIM
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Salary Differential	[USD]	5,318.68
Vacation Leave Pay	[USD]	944.19
Overtime Pay	[USD]	10,517.84
Food Allowance	[USD]	7,294.56
TOTAL	[USD]	24,075.27
>
> FLORA Q. MAHINAY
>
Salary Differential	[USD]	5,318.68
Vacation Leave Pay	[USD]	944.19
Overtime Pay	[USD]	10,517.84
Food Allowance	[USD]	7,294.56
TOTAL	[USD]	24,075.27
>
> MARGIE M. AMBAN
>
Salary Differential	[USD]	4,754.42
Vacation Leave Pay	[USD]	944.19

[40] *Id.* at 69–70.
[41] *Id.* at 303–325.

Overtime Pay	[USD] 10,517.84
Food Allowance	[USD] 7,294.56
TOTAL	[USD] 23,511.01

2) Respondents Teknika Skills and Trade Services, Inc./Arabian Gulf Company and Cesar E. Pabellano are hereby also held solidarily liable to pay each complainant moral and exemplary damages in the amount of Twenty Thousand Pesos ([PHP] 20,000.00), as well as attorney's fees equivalent to ten percent (10%) of the total monetary award; and

3) The imposition of twelve percent (12%) interest on the salary differential and vacation leave pay is hereby **deleted**.

The rest of the assailed Decision not affected by the modifications is hereby **AFFIRMED**.

SO ORDERED.[42] (Emphasis in the original)

TSTSI et al.'s Motion for Reconsideration[43] dated September 18, 2017, duly contested by Maitim et al. in their Opposition[44] dated October 2, 2017, was denied by the NLRC in its Resolution[45] dated October 25, 2017.

Aggrieved, TSTSI et al. sought refuge before the CA.

The CA Ruling

In their Petition for *Certiorari*[46] under Rule 65 of the Rules of Court, TSTSI et al. reiterated their claim that based on the payroll records that they submitted to the NLRC, Maitim et al. were not entitled to any of their claims.

On February 2, 2018, the Former Second Division[47] of the CA issued a Minute Resolution[48] ordering Maitim et al. to file their comment to TSTSI et al.'s petition.

On February 22, 2018, TSTSI et al. filed an Urgent Motion to Resolve,[49] beseeching the CA to resolve its ancillary prayer for the issuance of a temporary restraining order or writ of preliminary injunction.

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42 *Id.* at 78–80.
43 *Id.* at 462–484.
44 *Id.* at 488–495.
45 *Id.* at 81–85.
46 *Id.* at 499–523.
47 Composed of Associate Justices Remedios A. Salazar-Fernando, Stephen C. Cruz, and Carmelita Salandanan Manahan.
48 *Rollo*, p. 524.
49 CA *rollo*, p. 395.

On February 28, 2018, the Sixth Division of the CA rendered the herein assailed Decision[50] reversing the ruling of the NLRC and ordering the dismissal of Maitim et al.'s complaint.

Strangely noting that Maitim et al. "opted not to file any comment on the petition,"[51] the CA ruled that the payroll records were admissible because of the former's "admission that the signatures appearing therein are their own signatures"[52] and that Salvahan's signature was "immaterial to the controversy."[53] Thus, it was incumbent upon Maitim et al. to adduce countervailing evidence and prove the nonpayment of their wages and other entitlements.

The dispositive portion of the CA's Decision reads:

> **WHEREFORE**, the instant petition is **GRANTED**. The *Decision* dated August 29, 2017 and the *Resolution* dated October 25, 2017 of the National Labor Relations Commission in *NLRC LAC NO. (OFW) 03-000241-17 NLRC NCR CASE NO. (L) 11-14779-16* are **ANNULLED** and **SET ASIDE**. Accordingly, the complaint against petitioners is **DISMISSED**.
>
> **SO ORDERED**.[54] (Emphasis in the original)

In response to the CA's adverse ruling, Maitim et al. filed a Motion for Reconsideration, to Inhibit and to Reraffle[55] dated March 12, 2018. They claimed that they could not have filed any comment to TSTSI et al.'s petition because they received a copy of the CA's February 2, 2018 Minute Resolution only on March 1, 2018. They also received a copy of TSTSI et al.'s Urgent Motion to Resolve only on March 5, 2018. Maitim et al. asserted that the CA's rushed Decision demonstrated irregularity and manifest bias which completely deprived them of due process. And because they could no longer expect a fair adjudication of their case, Maitim et al. prayed for the annulment of the CA's February 28, 2018 Decision and the inhibition of the members of its Sixth Division.

On June 11, 2018, the CA issued the herein assailed Resolution[56] denying Maitim et al.'s foregoing motion for being *pro forma*. The CA declared that Maitim et al.'s failure to specifically point out the findings of conclusions that were unsupported by evidence, or which are contrary to law,

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50 *Rollo*, pp. 45–58.
51 *Id.* at 50.
52 *Id.* at 55.
53 *Id.*
54 *Id.* at 57.
55 *Id.* at 94–96.
56 *Id.* at 59–63.

meant that their pleading could hardly be treated as a motion for reconsideration.

Thus:

> **WHEREFORE**, the motion to inhibit and to re-raffle is **DENIED**. The Decision dated February 28, 2018 is **DEEMED** to have **ATTAINED** its **FINALITY** for failure of private respondents to file a motion for reconsideration proper. Accordingly, let **ENTRY OF JUDGMENT** be **ISSUED** in this case.
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> **SO ORDERED**.[57] (Emphasis in the original)

Hence, the present recourse.

Arguments

In the present Petition for Review on *Certiorari*[58] dated August 7, 2018, Maitim et al. contend, *inter alia*, that contrary to the pronouncement of the CA, nowhere in the records of the case did they admit that the signatures written in the payroll records belong to them. On the contrary, they had consistently maintained that the same were forgeries. They also questioned the CA's declaration on the supposed immateriality of Salvahan's signature because no explanation was given by the CA in its assailed Decision. In addition, the CA admitted the subject payroll records without discussing why the same were admissible notwithstanding Maitim et al.'s protestations. Thus, Maitim et al. pray for the reinstatement of the NLRC's August 29, 2017 Decision and October 25, 2017 Resolution.

In their Comment[59] dated January 11, 2021, TSTSI et al. invoke the CA's order for the issuance of an entry of judgment in the case. They assert that Maitim et al. had already lost their right to file an appeal. Thus, the CA's issuances could no longer be disturbed even by this Court. It bears noting that TSTSI et al. did not address the questions raised by Maitim et al. on the genuineness and authenticity of the signatures in the subject payroll records.

In their Reply[60] dated March 10, 2022, Maitim et al. underscored the irregularity of the CA's actions when it rendered the assailed Decision without even awaiting the filing of their comment within the time allowed by the said court.

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57 *Id.* at 63.
58 *Id.* at 10–44.
59 *Id.* at 561–566.
60 *Id.* at 589–591.

Issue

The Court is tasked to determine whether the CA erred when it rendered the herein assailed issuances reversing and setting aside the factual findings of the LA as affirmed with modification by the NLRC, and ordering the dismissal of Maitim et al.'s complaint.

The Ruling of the Court

The petition is impressed with merit.

I.

Rule IV, Section 5(c)[61] of the 2009 Internal Rules of the Court of Appeals states that the provisions of Rule 46, as far as applicable, and Rule 65 shall govern petitions for *certiorari* which are filed before the CA.

In relation thereto, Rule 65, Section 6 of the Rules of Court provides the instances when the CA may order a respondent to a petition for *certiorari* to comment thereto:

> SECTION 6. *Order to comment.* — If the petition is sufficient in form and substance to justify such process, the court shall issue an order requiring the respondent or respondents to comment on the petition within ten (10) days from receipt of a copy thereof. Such order shall be served on the respondents in such manner as the court may direct together with a copy of the petition and any annexes thereto.
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> In petitions for *certiorari* before the Supreme Court and the Court of Appeals, the provisions of Section 2, Rule 56, shall be observed. **Before giving due course thereto, the court may require the respondents to file their comment to, and not a motion to dismiss, the petition.** Thereafter, the court may require the filing of a reply and such other responsive or other pleadings as it may deem necessary and proper. (Emphasis supplied)

The use of the word "may" conveys that it is discretionary upon the CA to require any comment from the respondent in a petition for *certiorari*. In this

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[61] SECTION 5. *Processing of Petitions for Review and Original Actions.–*

. . . .

(c) *Certiorari, Prohibition, Mandamus and Quo Warranto.–* The provisions of Rule 46, as far as applicable and, Rules 65 and 66 of the Rules of Court shall govern petitions for *certiorari*, prohibition and *mandamus* and petitions for *quo warranto*, respectively.

case, the CA exercised this discretion when it issued a Minute Resolution[62] dated February 2, 2018 providing, among others that:

> Without necessarily giving due course to the petition for certiorari, private respondents are required to file comment [sic] thereon (not a motion to dismiss) within 10 days from notice. Petitioners may file a reply within five (5) days from receipt of the comment.[63]

However, the CA did not await Maitim et al.'s comment. In fact, it never even verified the date when Maitim et al. received its Minute Resolution. The CA rushed, without any plausible reason, the issuance of the herein assailed Decision. Understandably, Maitim et al. were confused because the said Decision was promulgated even before they received their copy of the CA's Minute Resolution.

At any rate, the Court does not agree with the CA's assessment that Maitim et al.'s Motion for Reconsideration, to Inhibit and to Reraffle[64] is a *pro forma* motion.

A motion for reconsideration is filed to convince a court that its ruling is erroneous and improper, contrary to the law or the evidence, thus affording the said court ample opportunity to rectify the same.[65] On the other hand, a *pro forma* motion is intended to delay or impede the progress of proceedings.[66]

Here, Maitim et al.'s motion was filed precisely to inform the CA that its ruling was improper because it hastily issued its Decision without even awaiting for them to file their comment within the period that was provided by the CA itself. It was filed to address the complete deprivation of due process that the CA committed against them. As the Court pronounced in *Marina Properties Corporation v. Court of Appeals*:[67]

> Where the circumstances of a case do not show an intent on the part of the pleader to merely delay the proceedings, and his motion reveals a *bona fide* effort to present additional matters or to reiterate his arguments in a different light, the courts should be slow to declare the same outright as *pro forma*. The doctrine relating to *pro forma* motions has a direct bearing upon the movant's valuable right to appeal. It would be in the

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62 *Rollo*, p. 524.
63 *Id.*
64 *Id.* at 94–96.
65 *Spouses Abayon v. Bank of the Philippine Islands*, G.R. No. 249684, March 29, 2023 [Per J. Dimaampao, Third Division].
66 *Marikina Valley Development Corporation v. Flojo*, 321 Phil. 447, 458 (1995) [Per J. Feliciano, *En Banc*].
67 355 Phil. 705 (1998) [Per J. Davide, Jr., First Division].

> interest of justice to accord the appellate court the opportunity to review the decision of the trial court on the merits than to abort the appeal by declaring the motion *pro forma*, such that the period to appeal was not interrupted and had consequently lapsed.[68]

Accordingly, Maitim et al.'s motion is not *pro forma*. The Court rejects TSTSI et al.'s assertion that Maitim et al.'s right to seek judicial relief had already lapsed. The CA improvidently ordered the issuance of an entry of judgment against Maitim et al. Accordingly, the Court shall discuss the merits of the instant petition.

II.

As a rule, only questions of law may be raised in a petition for review on *certiorari*[69] because this Court is not a trier of facts.[70] The Court is not duty-bound to analyze again and weigh the evidence introduced in and considered by the tribunals below.[71] The delineation between a question of law and a question of fact was succinctly explained by the Court in *Heirs of Nicolas Cabigas v. Limbaco*:[72]

> There is a question of law when the issue does not call for an examination of the probative value of the evidence presented, the truth or falsehood of facts being admitted, and the doubt concerns the correct application of law and jurisprudence on the matter. On the other hand, there is a question of fact when the doubt or controversy arises as to the truth or falsity of the alleged facts.[73]

In labor cases, the Court is limited to reviewing only whether the CA was correct in determining the presence or absence of grave abuse of discretion[74] on the part of the NLRC. In *Montoya v. Transmed Manila Corporation*,[75] the Court expounded:

> In a Rule 45 review, we consider the **correctness of the assailed CA decision,** in contrast with the review for jurisdictional error that we undertake under Rule 65. Furthermore, Rule 45 limits us to the review of **questions of law** raised against the assailed CA decision. In ruling for legal correctness, we have to view the CA decision in the same context that the petition for *certiorari* it ruled upon was presented to it; **we have to examine the CA decision from the prism of whether it correctly**

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68 *Id.* at 717.
69 *Changco v. Court of Appeals*, 429 Phil. 336, 341 (2002) [Per J. Ynares-Santiago, First Division].
70 *Diokno v. Cacdac*, 553 Phil. 405, 422 (2007) [Per J. Chico-Nazario, Third Division].
71 *Lynvil Fishing Enterprises, Inc. v. Ariola*, 680 Phil. 696, 708 (2012) [Per J. Perez, Second Division].
72 670 Phil. 274 (2011) [Per J. Brion, Second Division].
73 *Id.* at 285.
74 *Sumifru (Philippines) Corp. v. Nagkahiusang Mamumuo sa Suyapa Farm*, 810 Phil. 692, 701 (2017) [Per J. Caguioa, First Division].
75 613 Phil. 696 (2009) [Per J. Brion, Second Division].

> **determined the presence or absence of grave abuse of discretion in the NLRC decision before it, not on the basis of whether the NLRC decision on the merits of the case was correct.** In other words, we have to be keenly aware that the CA undertook a Rule 65 review, not a review on appeal, of the NLRC decision challenged before it. This is the approach that should be basic in a Rule 45 review of a CA ruling in a labor case. **In question form, the question to ask is: Did the CA correctly determine whether the NLRC committed grave abuse of discretion in ruling on the case?**[76] (Emphasis in the original)

Nevertheless, when there is a conflict between the factual findings of the LA and the NLRC, on one hand, and those of the CA, on the other, it becomes proper for the Court, in the exercise of its equity jurisdiction, to review and re-evaluate the factual issues and to scrutinize the records of the case and thoroughly re-examine the questioned findings.[77] Such is the case here. Verily, it is the Court's bounden duty to determine the facts of the instant case.[78]

III.

The following facts are undisputed: *first*, Maitim et al. signed contracts of employment[79] with TSTSI where they agreed to work as nursing aides at AGCMC for a period of two years, but the same was extended to more than three years; *second*, the said contracts of employment indicated that Maitim et al. were entitled to a monthly salary of USD 400.00, exclusive of vacation leave with pay for 21 days and free food with suitable housing; and *third*, Maitim et al. would only be required to work for eight hours a day.

III. A.

The determination of AGCMC's compliance with its contractual obligations lies with its own records. Indeed, jurisprudence holds that in cases that involve the alleged underpayment of wages and other legally or contractually mandated benefits, the burden to prove payment rests on the employer because all pertinent personnel files, payrolls, records, remittances and other similar documents are in the custody and control of the employer.[80] This is consistent with the general rule that one who pleads payment has the

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76 *Id.* at 707.

77 *Reyes v. Glaucoma Research Foundation, Inc.*, 760 Phil. 779, 790 (2015) [Per J. Peralta, Third Division.

78 *Concrete Solutions, Inc./Primary Structures Corporation v. Cabusas*, 711 Phil. 477, 487 (2013) [Per J. Peralta, Third Division].

79 *Rollo*, pp. 116-117.

80 *Lusabia v. Super K Drug Corporation*, 877 Phil. 575, 587–588 (2020) [Per J. Carandang, Third Division].

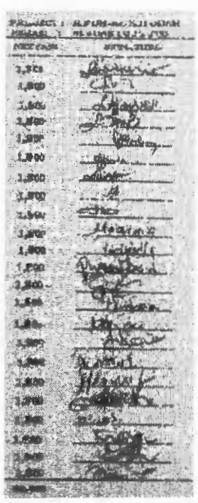
burden of proving it.[81] A party who alleges that an obligation has been extinguished must prove facts or acts giving rise to the extinction.[82]

The Court unequivocally rejects the CA's declaration that Maitim et al. admitted that their respective signatures in the payroll records adduced by TSTSI et al. belonged to them. This is a completely unfounded statement that is not supported by any evidence. It is patently baseless. Nothing in the records supports this finding. Nowhere in the pleadings of Maitim et al. did they make such an admission. The CA did not even cite any reference in support of this conclusion. On the contrary, Maitim et al. have consistently maintained that the said signatures were mere forgeries and, as such rendered the subject payroll records inadmissible as evidence of TSTSI et al.'s payment of the wages and other remuneration due them. Accordingly, the Court shall make its own independent finding on the admissibility of the subject documents.

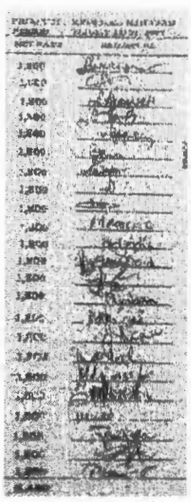
The evidence adduced by TSTSI et al. to prove that Maitim et al. were paid the correct wages and benefits are not credible and show signs of forgery, to wit:

1. The signature portions of the payrolls for June 2013 and July 2013, are completely identical to each other. This similarity is not limited to the signatures *per se*, but also to their placement, markings, and even erasures.

June 1-30, 2013[83]



July 1-31, 2013[84]



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81 *Jimenez v. National Labor Relations Commission*, 326 Phil. 89, 95 (1996) [Per J. Regalado, Second Division].

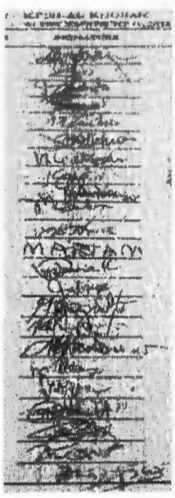
82 *G & M (Phil.), Inc. v. Batomalaque*, 499 Phil. 724, 732 (2005) [Per J. Carpio Morales, Third Division].

83 *Rollo*, p. 185.

84 *Id.* at 186.

2. The same observation also appears in the December 2013 and February 2014 payrolls which also concern Amban's alleged signatures.

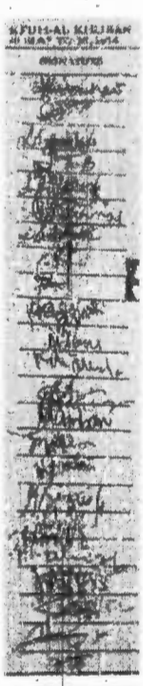
December 1-31, 2013[85]



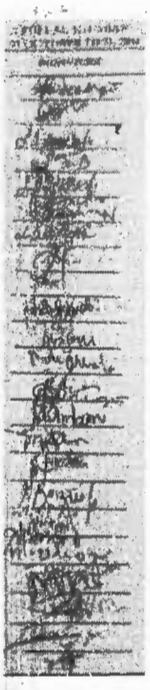
February 1-28, 2014[86]

3. The payroll records for May 2014[87] and October 2014[88] are also eerily identical with each other.

May 1-31, 2014



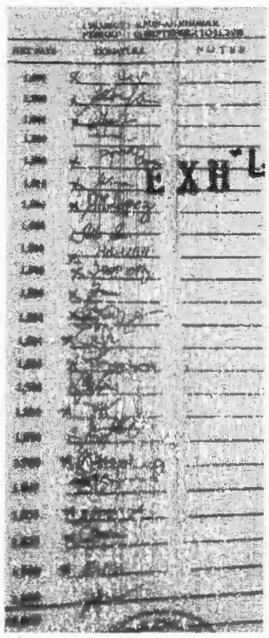
October 1-31, 2014



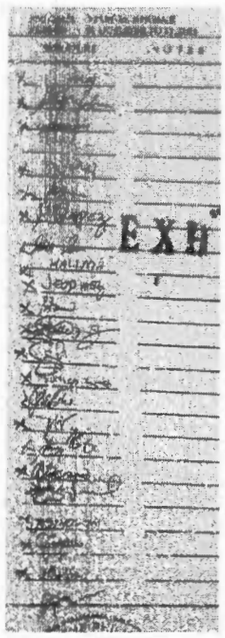
85 *Id.* at 191.
86 *Id.* at 193.
87 *Id.* at 196.
88 *Id.* at 201.

4. The same also goes for the payroll records for September 2016 and October 2016.

September 1-30, 2016[89]



October 1-31, 2016[90]



The foregoing observations in the payroll records render the same as dubious and cannot be given any probative value. There is a cloud of uncertainty on their authenticity. Consequently, the CA committed an egregious error when it accepted the said documents as evidence of payment, especially when its reasoning was not based on authenticity but, rather, on supposed admissions that Maitim et al. never made.

In the absence of any other evidence that Maitim et al. were paid their correct wages and other legally or contractually mandated benefits, the Court must perforce rule that TSTSI et al. failed to disprove the nonpayment thereof. Maitim et al. are thus entitled to their claim for salary differentials, vacation leave pay, and food allowance.

III. B.

Maitim et al.'s claim for overtime pay must likewise be granted.

The Court recognizes the general rule that the burden shifts upon the employee to prove that he or she is entitled to overtime pay for rendering work beyond the regular working hours. *Robina Farms Cebu v. Villa*[91] so states:

89 *Id.* at 301.
90 *Id.* at 302.
91 784 Phil. 636 (2016) [Per J. Bersamin, First Division].

> [E]ntitlement to overtime pay must first be established by proof that the overtime work was actually performed before the employee may properly claim the benefit. The burden of proving entitlement to overtime pay rests on the employee because the benefit is not incurred in the normal course of business. . .[92]

The Court notes that Maitim et al. were able to adduce what appears to be a secretly photographed schedule for AGCMC's Housekeeping Department which states that the morning shift of housekeepers is 12 hours, or from 7:00 a.m. to 7:00 p.m.[93] While there is no available evidence to further bolster the claim that Maitim et al. had indeed worked for 12 hours a day during the entire duration of their employment with AGCMC, the Court has noted in the past that this burden of proof is sometimes impossible for an employee to discharge. Specifically, for overseas Filipino workers who take a chance at greener pastures abroad, producing proof of overtime work may be unattainable. The Court recognized this unfortunate reality in *Acuna v. Court of Appeals*[94] which was also cited by the NLRC:

> The claim for overtime pay should not have been disallowed because of the failure of the petitioners to substantiate them. The claim of overseas workers against foreign employers could not be subjected to same rules of evidence and procedure easily obtained by complainants whose employers are locally based. While normally we would require the presentation of payrolls, daily time records and similar documents before allowing claims for overtime pay, in this case, that would be requiring the near-impossible.[95]

The circumstances that led to Maitim et al.'s repatriation were definitely less than ideal. Because AGCMC did not allow them to leave upon the expiration of their contracts, they were forced to work under unfair conditions for more than a year. It was only after they sought assistance from the law enforcement authorities in Saudia Arabia that they were allowed to return to the Philippines. In light of these circumstances, it would be unreasonable to expect that they have with them any document as would prove the actual labor that they rendered for AGCMC.

Nevertheless, the daily time records (DTRs)[96] which were produced by TSTSI et al. work in Maitim et al.'s favor. These DTRs which were adduced to prove that Maitim et al. never rendered overtime work and, thus, were not entitled to overtime pay, are highly suspicious. The Court observes that the DTRs were all completely handwritten by one and the same unidentified person and were not signed or acknowledged by the employees concerned. In

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92 *Id.* at 651.
93 *Rollo*, p. 386.
94 523 Phil. 325 (2006) [Per J. Quisumbing, Third Division].
95 *Id.* at 334–335.
96 *Rollo*, pp. 303–325.

addition, the said DTRs were incomplete. Maitim and Mahinay should have a total of 39 DTRs but TSTSI et al. were only able to submit 13[97] and 16[98] DTRs, respectively. As for Amban, TSTSI et al. produced only 16 out of 45 DTRs.[99]

The settled rule in this jurisdiction is that in controversies between a worker and his or her employer, doubts reasonably arising from the evidence should be resolved in the worker's favor.[100] The same holds true in this case. Accordingly, the NLRC's award of overtime pay must also be reinstated.

IV.

Maitim et al. are likewise entitled to moral and exemplary damages, as well as attorney's fees.

Moral damages are recoverable if the party from whom it is claimed has acted fraudulently or in bad faith or in wanton disregard of his or her contractual obligations.[101] In addition, the award of exemplary damages is proper by way of example for the public good.[102]

TSTSI et al. abjectly breached their obligation to ensure the payment of the correct salaries and remunerations due Maitim et al., as well as the latter's repatriation to the Philippines upon the expiration of their respective contracts of employment. Under the circumstances, the Court deems it proper to award Maitim et al. moral and exemplary damages in the amount of PHP 50,000.00 each.

Maitim et al. are also entitled to attorney's fees of 10% of the total monetary grants as they were forced to litigate to protect their rights unjustly violated by their employer.[103]

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97 *Id.* at 311–318. The DTRs that were submitted with respect to Maitim were for the months of: August 2013, October 2013, December 2013, March 2014, June 2014, September 2014, December 2014, March 2015, May 2015, August 2015, December 2015, January 2016, and June 2016.

98 *Id.* at 318A–325. The DTRs that were submitted with respect to Mahinay were for the months of: August 2013, September 2013, November 2013, December 2013, March 2014, July 2014, October 2014, December 2014, February 2015, May 2015, August 2015, November 2015, January 2016, April 2016, July 2016, and October 2016.

99 *Id.* at 303–310. The DTRs that were submitted with respect to Amban were for the months of: February 2013, May 2013, August 2013, December 2013, March 2014, June 2014, September 2014, December 2014, February 2015, April 2015, July 2015, November 2015, February 2016, May 2016, August 2016, and October 2016.

100 *Kephilco Malaya Employees Union v. Kepco Philippines Corporation*, 553 Phil. 188, 193 (2007) [Per J. Carpio Morales, Second Division].

101 *Yamauchi v. Suñiga*, 830 Phil. 122, 138 (2018) [Per J. Martires, Third Division].

102 *Adstratworld Holdings, Inc. v. Magallones*, 925 Phil. 128, 143 (2022) [Per J. Inting, Third Division].

103 *Id.*

Consistent with prevailing jurisprudence,[104] the Court imposes legal interest at the rate of 6% per annum on the total monetary awards due Maitim et al., reckoned from the date of finality of this judgment until the same are fully paid.

V.

Finally, the Court emphasizes the joint and solidary liability of the corporate officers of TSTSI, being the recruitment agency, for the judgment awards due Maitim et al., in accordance with the second paragraph of Section 10 of Republic Act No. 8042,[105] otherwise known as the Migrant Workers and Overseas Filipinos Act of 1995:

> SEC. 10. *Money Claims.* — . . .
>
> **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 provisions 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)

Prescinding from the foregoing, joint and solidary liability for the judgment award does not attach solely upon Cesar E. Pabeliano as TSTSI's President. Rather, it encompasses all corporate officers of TSTSI.

ACCORDINGLY, the Petition is **GRANTED**. The Decision dated February 28, 2018 and the Resolution dated June 11, 2018 of the Court of Appeals in CA-G.R. SP No. 153484 are **REVERSED** and **SET ASIDE**. Resultantly, the Decision dated August 29, 2017 and the Resolution dated October 25, 2017 issued by the National Labor Relations Commission in NLRC LAC No. (OFW) 03-000241-17 are hereby **REINSTATED** with **MODIFICATION**.

Respondents Teknika Skills and Trade Services, Inc. and Arabian Gulf Company for Maintenance and Contracting, along with the corporate officers of Teknika Skills and Trade Services, Inc., are **ORDERED** to **PAY**

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104 *Lara's Gifts & Decors, Inc. v. Midtown Industrial Sales, Inc.*, 860 Phil. 744 (2019) [Per J. Carpio, *En Banc*].

105 Signed into law by former President Fidel V. Ramos on June 7, 1995.

petitioners Stephanie A. Maitim, Margie M. Amban, and Flora Q. Mahinay, jointly and severally:

1. The following amounts in United States Dollars or their peso equivalent at the prevailing rate of exchange at the time of actual payment:

STEPHANIE A. MAITIM

Salary Differentials	[USD]	5,318.68
Vacation Leave Pay	[USD]	944.19
Overtime Pay	[USD]	10,517.84
Food Allowance	[USD]	7,294.56
TOTAL	[USD]	24,075.27

FLORA Q. MAHINAY

Salary Differentials	[USD]	5,318.68
Vacation Leave Pay	[USD]	944.19
Overtime Pay	[USD]	10,517.84
Food Allowance	[USD]	7,294.56
TOTAL	[USD]	24,075.27

MARGIE M. AMBAN

Salary Differentials	[USD]	4,754.42
Vacation Leave Pay	[USD]	944.19
Overtime Pay	[USD]	10,517.84
Food Allowance	[USD]	7,294.56
TOTAL	[USD]	23,511.01

2. Moral damages each in the amount of PHP 50,000.00;

3. Exemplary damages each in the amount of PHP 50,000.00; and

4. Attorney's fees equivalent to 10% of the total monetary award.

Interest at the rate of 6% per annum is likewise imposed on the total monetary awards due petitioners Stephanie A. Maitim, Margie M. Amban, and Flora Q. Mahinay, reckoned from the date of finality of this judgment until the same are fully paid.

SO ORDERED.

SAMUEL H. GAERLAN
Associate Justice

WE CONCUR:

(*On official business*)
ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

HENRI JEAN PAUL B. INTING
Associate Justice

JAPAR B. DIMAAMPAO
Associate Justice

(*On leave*)
MARIA FILOMENA D. SINGH
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.

HENRI JEAN PAUL B. INTING
Associate Justice
Acting Chairperson, Third Division

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution and the Division Acting 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