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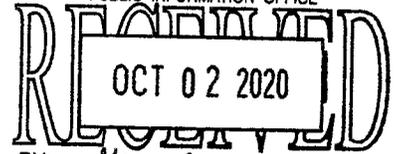
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Third Division

SEP 30 2020

Republic of the Philippines  
Supreme Court  
Manila

THIRD DIVISION

SUPREME COURT OF THE PHILIPPINES  
PUBLIC INFORMATION OFFICE



BY: Henry  
TIME: 9:52 am

DONNA B. JACOB,  
Petitioner,

G.R. No. 229984

Present:

-versus-

LEONEN, J., *Chairperson*,  
GISMUNDO\*,  
CARANDANG,  
ZALAMEDA, and  
DELOS SANTOS,\* JJ.

FIRST STEP MANPOWER INT'L  
SERVICES, INC.,  
MUHAMMAD/ELNOR E.  
TAPNIO,  
Respondents.

Promulgated:  
July 8, 2020

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DECISION

LEONEN, J.:

The courage of a Filipina to work as a household helper in a foreign land deserves much more than a cursory evaluation of the evidence on record. Failure of the Court of Appeals to appreciate the totality of the evidence which supports the claim of sexual harassment, maltreatment, and involuntary escape is definitely grave abuse of discretion correctible by this Court.

Constructive dismissal does not necessarily entail a "forthright dismissal or diminution in rank, compensation, benefit and privileges."<sup>1</sup> Constructive dismissal also exists in cases where "an act of clear

\* On wellness leave.

\* Additional Member per S.O. No. 2753.

<sup>1</sup> *Hyatt Taxi Services Inc. v. Catino*y, 412 Phil. 295 (2001) [Per J. Gonzaga-Reyes, Third Division].

discrimination, insensibility, or disdain by an employer becomes so unbearable on the part of the employee that it could foreclose any choice by him [or her] except to forego his [or her] continued employment.”<sup>2</sup>

We find for the Filipina Overseas Filipino Worker in this case.

This Petition for Review on Certiorari<sup>3</sup> prays that the Court of Appeals Decision<sup>4</sup> and Resolution<sup>5</sup> in CA-G.R. SP No. 146028 be reversed and set-aside.<sup>6</sup> The Court of Appeals dismissed Donna Jacob’s (Jacob) Petition for *Certiorari* which assailed the National Labor Relations Commission’s Decision<sup>7</sup> nullifying the Labor Arbiter’s pronouncement<sup>8</sup> that she was constructively dismissed.

In early August of 2014, Jacob sought employment with First Step Manpower International Services, Inc. (First Step) as a household service worker. When First Step accepted her application,<sup>9</sup> she signed a two-year contract<sup>10</sup> where she would be deployed to Riyadh, Kingdom of Saudi Arabia and would earn a monthly income of US\$ 400.00.<sup>11</sup>

Following her deployment overseas on January 11, 2015, Jacob was escorted to the residence of her foreign employer Abdulaziz Masser<sup>12</sup> Abdulaziz Al Masoud. She only stayed abroad for less than three (3) months<sup>13</sup> before an early repatriation on account of the following declarations she made under oath.

Jacob narrated that at around noontime on January 31, 2015, she was washing the dishes when “[s]he felt a hard object rubbing against her bottom and was surprised to see her male employer attempting to rape her.”<sup>14</sup> She went upstairs to report the matter to her female employer. The latter, however, did not believe her and since then, ill-treated her.<sup>15</sup>

<sup>2</sup> Id.

<sup>3</sup> *Rollo*, pp. 10–33.

<sup>4</sup> Id. at 34–43. The Decision dated October 24, 2016 was penned by Associate Justice Ramon R. Garcia (Chair) and concurred in by Associate Justices Leoncia R. Dimagiba and Jhosep Y. Lopez, of the Fifteenth Division, Court of Appeals, Manila.

<sup>5</sup> Id. at 44–45. The Resolution dated February 6, 2017 was penned by Associate Justice Ramon R. Garcia (Chair) and concurred in by Associate Justices Leoncia R. Dimagiba and Jhosep Y. Lopez, of the Fifteenth Division, Court of Appeals, Manila.

<sup>6</sup> Id. at 28.

<sup>7</sup> Id. at 66–74.

<sup>8</sup> Id. at 125–132.

<sup>9</sup> Id. at 126.

<sup>10</sup> Id. at 91–94, Employment Contract.

<sup>11</sup> Id. at 92.

<sup>12</sup> However, in Jacob’s Employment Contract, the name of his employer was spelled as “Abdulaziz Nasser Abdulaziz Al Masoud.”

<sup>13</sup> *Rollo*, p. 35.

<sup>14</sup> Id.

<sup>15</sup> Id.

Jacob recalled that on February 16, 2015,<sup>16</sup> her female employer hit her with a shoe, which was then “violently thrown at her.”<sup>17</sup> She escaped and went to her agency’s counterpart in Riyadh where she met another Overseas Filipino Worker named Rosalie Bermido (Bermido). Bermido told her that apart from being maltreated, female Filipino workers were also being sold to their Arab employers.<sup>18</sup>

According to Jacob, Bermido suggested that they escape the agency through the window of the second-floor comfort room, since the agency keeps their doors locked at night.<sup>19</sup> Bermido succeeded in escaping the agency. Jacob, however, fell and injured her spinal column. Upon injuring herself, a passerby approached them and started groping their breasts. They begged him to stop and bring them to the hospital instead.<sup>20</sup> An ambulance later took Jacob to King Saudi Medical City<sup>21</sup> where she underwent surgery on February 28, 2015. After a few days, representatives from the Overseas Workers Welfare Administration brought them to *bahay kalinga* where they waited for their ticket exit visas.<sup>22</sup>

On March 25, 2015, Jacob appeared before the Office of the Labor Attaché and executed<sup>23</sup> a Final Settlement and Certification,<sup>24</sup> the contents of which read:

#### FINAL SETTLEMENT

I, Donna B. Jacob, a Filipino national, hereby acknowledge full conformity to the final settlement with my employer / sponsor . . . and further state: That as result of this settlement, I have voluntarily agreed to be sent home to the Philippines; That I acknowledge to have received all my salaries and benefits entitled to me, and [t]hat I hereby voluntarily waive my right to file any complaint or action for whatever reason against my employer / Agency at any court in the Kingdom of Saudi Arabia as well as in the Philippines.

Signature: [Signed]  
 Worker’s name: Donna B. Jacob  
 Passport No. \_\_\_\_  
 Thumb Mark: \_\_\_\_  
 Witness: \_\_\_\_

Noted (as a condition for worker’s Repatriation)

<sup>16</sup> Id. at 127.

<sup>17</sup> Id. at 35.

<sup>18</sup> Id. at 35 and 127.

<sup>19</sup> Id. at 127. *See also rollo*, pp. 95–96, Discharge Summary.

<sup>20</sup> Id. at 127–128.

<sup>21</sup> In the pertinent Discharge Summary, however, it is referred to as King Saud Medical City.

<sup>22</sup> Id. at 127–128.

<sup>23</sup> Id. at 67.

<sup>24</sup> *Final Settlement and Certification*, pp. 163-164.

[stamped]  
*Seen and Noted*

25 March 2015  
[Signed] Rustico SM. Dela Fuente  
Labor Attaché, POLO  
Philippine Embassy, KSA<sup>25</sup>

### CERTIFICATION

This is to certify that Donna B. Jacob personally appeared before me this 3-24-2015 [March 24, 2015] at the Philippine Embassy POLO Office in Riyadh, KSA and freely signed this document consisting of two (2) pages including this certification after having been duly apprised of his/her contractual and legal rights.

[stamped]  
*Seen and Noted*

25 March 2015  
[signed] Rustico SM. Dela Fuente  
Labor Attaché, POLO  
Philippine Embassy, KSA  
**Name & Signature of Authorized Officer**

X-----X

Ako Donna B. Jacob ay nagsasaad at nagpapatunay na:

1. Natanggap ko sa aking employer ang lahat kong sahod, mga benepisyo at plane ticket pabalik sa Pilipinas;
2. Wala na akong reklamo sa aking employer;
3. Ako ay sapat na pinayuhan at binalaan ng POLO officer tungkol sa aking mga karapatan at pananagutan sa kasulatang ito.

Maraming salamat po.

[signed]  
Donna Jacob  
**Pangalan at Lagda ng OFW<sup>26</sup>**

On March 31, 2015, Jacob was repatriated to the Philippines.<sup>27</sup>

On July 2, 2015,<sup>28</sup> Jacob and Bermido filed a case<sup>29</sup> before the Labor Arbiter for constructive illegal dismissal,<sup>30</sup> maltreatment, and nonpayment of wages for the unexpired portion of their contract with claims of moral and

<sup>25</sup> Id. at 163.

<sup>26</sup> Id. at 164.

<sup>27</sup> Id. at 67.

<sup>28</sup> Id. at 35.

<sup>29</sup> Id. at 78-79.

<sup>30</sup> Id. at 78.

exemplary damages, medical expenses, and attorney's fees.<sup>31</sup> The Complaint filed was directed against First Step and its President,<sup>32</sup> Elnor Tapnio, as well as against Jacob's foreign<sup>33</sup> employer Muhammad (First Step, et. al).

Only Jacob filed an Amended Complaint. She solely pursued the case by filing her Position Paper and attending all the mandatory conferences.<sup>34</sup> Since no amicable settlement was reached,<sup>35</sup> an exchange of pleadings<sup>36</sup> then ensued between the parties.

Jacob insisted on having been constructively dismissed because her working environment allegedly became so intolerable that she was impelled to leave her job. She assailed the validity of the Final Settlement and Certification, asserting that her alleged signature therein was not hers.<sup>37</sup>

On the other hand, First Step, et. al countered that Jacob was the one who commenced the pre-termination of her contract since she was feeling "homesick."<sup>38</sup> Jacob allegedly requested to be repatriated as soon as possible. When her foreign employer tried convincing her to stay, she repeatedly threatened to run away if she will not be permitted to leave.<sup>39</sup>

First Step, et. al emphasized that Jacob's intention to resign was formalized when she executed the Final Settlement, which was later certified by the Philippine Overseas Labor Office Labor Attaché in Riyadh.<sup>40</sup> Her assertion of maltreatment allegedly had no basis, since she did not submit any police or medical report to support her claim. Further, First Step, et al. asserted that there was no proof that Jacob did not receive her remuneration. They pointed out that in her Complaint and in the Certification she signed before the Labor Attaché, she even admitted receiving SR1,500.00 or US\$400.00.<sup>41</sup>

On September 4, 2015, the Labor Arbiter<sup>42</sup> found that Jacob was constructively dismissed and declared that the latter was able to categorically relate how her foreign employers' hostile and unbearable conduct forced her to leave. The Labor Arbiter did not give credence to the Final Settlement and

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<sup>31</sup> Id. at 67.

<sup>32</sup> Id. at 108.

<sup>33</sup> Id. at 81.

<sup>34</sup> Id. at 125.

<sup>35</sup> Id. at 67.

<sup>36</sup> See *rollo*, pp. 80-90, Complainants' Position Paper; *rollo*, pp. 97-109, First Step, et al.'s Position Paper; *rollo*, pp. 114-119, Jacob's Reply with Motion to Present the Original Annexes; *rollo*, pp. 120-124, First Step, et al.'s Reply.

<sup>37</sup> *Rollo*, pp. 67-68.

<sup>38</sup> Id. at 128.

<sup>39</sup> Id. at 128-129.

<sup>40</sup> Id. at 129.

<sup>41</sup> Id. at 36.

<sup>42</sup> Id. at 125-132.

Certification because apart from being mere photocopies, its authenticity and due execution was contested.<sup>43</sup> Additionally, the Labor Arbiter dismissed Bermido's complaint for failure to prosecute.<sup>44</sup>

In computing Jacob's salaries for the unexpired portion of the contract, the Labor Arbiter explained:

Clearly there exists constructive dismissal. Thus, for having worked for more than a month (from 12 January 2015 to 16 February 2015); complainant is entitled to wages representing the unexpired portion of the contract or in the amount of US\$ (US\$400.00 x 23 mos. = US\$9,200.00) or in its Philippine Peso equivalent at the time of payment pursuant to Section 7 of RA 10022, amending Section 10 of Republic Act No. 8042.<sup>45</sup>

The dispositive portion of the Labor Arbiter's Decision states:

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

- 1) Dismissing without prejudice the complaint of Rosalie C. Bermido for failure to prosecute;
- 2) Declaring complainant Donna B. Jacob to have been constructively dismissed from employment.
- 3) Ordering respondents First Step Manpower Int'l. Services, Inc., Muhammad[,] and Elnor E. Tapnio to solidarily pay complainant Donna B. Jacob of her wages representing the unexpired portion of her contract in the amount of US\$ 9,200.00 or in its Philippine Peso equivalent at the time of payment.

All other claims<sup>46</sup> are dismissed for lack of merit.

So Ordered.<sup>47</sup> (Emphasis in the original)

First Step, et. al then appealed<sup>48</sup> before the National Labor Relations Commission (Commission). They attached an original copy of the Final Settlement and another Certification issued by Labor Attaché Rustico S.M.

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<sup>43</sup> Id. at 130-131.

<sup>44</sup> Id. at 125.

<sup>45</sup> Id. at 131.

<sup>46</sup> Id.

Anent complainant's claim for reimbursement of medical expenses in the amount of P100,000.00 [sic], the same is denied for lack of merit. Other than complainant's bare assertion that she is entitled to such claim[,] [s]he did not present receipts of such amount on which she claims reimbursement thereof.

Anent complainant's claim for unpaid overtime pay, the same is also denied for being devoid of merit. She failed to state with certainty the days she rendered overtime work but not paid the consequent overtime pay.

Anent complainant's claim for moral and exemplary damages and attorney's fees, the same is denied for lack of factual and legal basis.

<sup>47</sup> Id. at 132.

<sup>48</sup> Id. at 133-146. See also *rollo*, pp. 166-171, Jacob's Comment/Opposition to Memorandum of Appeal.

dela Fuente (Labor Attaché dela Fuente) which reads:

This is to certify that the signature affixed on the Final Settlement done by **OFW DONNA B. JACOB** was that of **Assistant Labor Attaché, Ms. FIRMA P. BANTILAN**. The signature of Ms. Bantilan affixed on the said document is true and authentic.

This certification is issued today, **16 September 2015**, as requested by **Alesnad Almehani Recruitment Office** for whatever legal purpose it may serve.<sup>49</sup> (Emphasis in the original)

On February 29, 2016, the Commission<sup>50</sup> reversed the decision of the Labor Arbiter and dismissed Jacob's complaint for lack of merit.<sup>51</sup> In a divided ruling, it held that the Final Settlement and Certification are both valid since the Labor Attaché enjoys the presumption of regularity in the performance of official functions. Having entered into a valid compromise agreement, Jacob's claim of constructive dismissal is untenable.<sup>52</sup>

Moreover, it emphasized that aside from Jacob's failure to substantiate her claim of forgery, the same was also belied by the Certification issued by Labor Attaché dela Fuente.<sup>53</sup> The dispositive portion of the Decision provides:

**WHEREFORE**, Labor Arbiter Remedios L.P. Marcos' Decision dated 04 September 2015 is hereby **SET ASIDE** and a new one entered **DISMISSING** the complaint of complainant Donna B. Jacob for lack of merit.

The dismissal of the complaint of complainant Bermido for failure to prosecute is sustained.

**SO ORDERED.**<sup>54</sup> (Emphasis in the original)

In his Dissenting Opinion,<sup>55</sup> Presiding Commissioner Gerardo C. Nograles (Commissioner Nograles) concurred with the Labor Arbiter's finding that Jacob was constructively dismissed.<sup>56</sup> He presented his dissent in this wise:

Complainant Jacob narrates the event that transpired when she was maltreated by her foreign employer which made her decide to ran [sic] away. Respondents, on the other hand, contend that she pre-terminated her employment contract due to homesickness. As between these two

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<sup>49</sup> Id. at 165.

<sup>50</sup> Id. at 66-74.

<sup>51</sup> Id. at 73.

<sup>52</sup> Id. at 69-73.

<sup>53</sup> Id. at 72.

<sup>54</sup> Id. at 73-74.

<sup>55</sup> Id. at 226-230.

<sup>56</sup> Id. at 228-230.

contentions, undersigned finds that respondents' assertion cannot prevail over complainant's categorical, straightforward, and detailed statement. There is more serious reason that made her decide to give up her employment than mere homesickness. It is unbelievable that for being homesick, she would ran [sic] away from her foreign employer and risk her life in so doing. In fact, complainant presented the Discharge summary to prove her allegation that she suffered an injury due to an accident. This fact was recognized by respondents with their statement in the reply – *“Moreover, her failure to return to her foreign employer and the accident that subsequently landed her in the hospital was caused by her doing and fault, and which resulted to her inability to continue working for her foreign employer.”* Such statement clearly contradicts their earlier stand in their Position Paper that complainant Jacob decided to pre-terminate her employment due to homesickness.

....

... In the case at bar, based on the narration of events which complainant suffered in the hands of her foreign employer, undersigned opines that she had experienced unbearable treatment from her foreign employer which compelled her to give up her employment. Indubitably, there exists illegal constructive dismissal.

....

As regards the Final Settlement document signed by complainant Jacob, the same is not a proof that she voluntarily gave up her employment and received all the benefits due her. Taking into consideration her situation at the time of the signing, she had no choice but to go back to the Philippines. In other words, signing the Final Settlement document was a condition for her repatriation.

....

It is worthy to note that the Philippine Embassy and POLO's stamps in the document did not mean that complainant subscribed and swore to it before the Labor Attaché. Complainant did not attest the veracity and truthfulness of the contents of the document before Labor Attaché Rustico SM. Dela Fuente, and there is no showing that those documents were subscribed and sworn to by complainant before him as the latter simply had “seen and noted” it.<sup>57</sup> (Emphasis in the original)

On March 31, 2016, the Commission denied<sup>58</sup> Jacob and Bermido's Motion for Reconsideration,<sup>59</sup> to which Commissioner Nograles likewise dissented from.<sup>60</sup>

On June 10, 2016, Jacob filed a Petition for Certiorari<sup>61</sup> before the Court of Appeals.

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<sup>57</sup> Id. at 228–230.

<sup>58</sup> Id. at 76–77.

<sup>59</sup> Id. at 172–181.

<sup>60</sup> Id. at 77.

<sup>61</sup> Id. at 46–61.

On October 24, 2016, the Court of Appeals<sup>62</sup> dismissed Jacob's petition and declared that the allegations of maltreatment and attempted rape were unsubstantiated. Jacob's narration of incidents was found to be inconsistent and discrepant. There was also no record that she reported any incident of maltreatment or molestation before the Labor Attaché or the Overseas Workers Welfare Administration representatives who assisted her.<sup>63</sup>

Also, the Court of Appeals ruled that there was no evidence showing that Jacob was forced to sign the settlement agreement.<sup>64</sup> It gave evidentiary weight to the Labor Attaché's Certification that "Jacob personally appeared before him and signed the Final Settlement and the Certification on March 25, 2015" and upheld that the official act enjoys the presumption of regularity.<sup>65</sup> The dispositive portion of its Decision reads:

**WHEREFORE**, premises considered, the instant petition for certiorari is hereby **DISMISSED**.

**SO ORDERED.**<sup>66</sup> (Emphasis in the original)

On February 6, 2017, the Court of Appeals denied<sup>67</sup> Jacob's Motion for Reconsideration.<sup>68</sup>

Hence, this Petition for Review<sup>69</sup> where Jacob prays, among others,<sup>70</sup> for the reversal of the Court of Appeals ruling and the reinstatement of the Labor Arbiter's decision.

Petitioner claims that the Labor Arbiter's Decision and Commissioner Nograles' Dissenting Opinion clearly shows that she was constructively dismissed. She asserts that she was able to substantiate her claim of maltreatment through the Medical Summary she submitted as evidence.<sup>71</sup>

In ruling that the settlement agreement was valid, petitioner maintains that the Court of Appeals erred in strictly applying the rules on technicality

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<sup>62</sup> Id. at 34-43.

<sup>63</sup> Id. at 41.

<sup>64</sup> Id. at 42.

<sup>65</sup> Id.

<sup>66</sup> Id.

<sup>67</sup> Id. at 44-45.

<sup>68</sup> Id. at 214-224.

<sup>69</sup> Id. at 10-30.

<sup>70</sup> Id. at 28-29.

Jacob also prays that "respondents [be] liable for Twelve (12%) percent per annum of the total judgment award as interest provided in R.A. 10022 as amending R.A. No. 8042, plus 10% attorney's fees." Jacob also prays for "[o]ther reliefs and just under the circumstances[.]"

<sup>71</sup> Id. at 21-24.

against a poor employee and liberally construing it in favor of the employer.<sup>72</sup> Since the settlement allegedly has no legal basis and consideration, she posits that it should be considered as a “mere scrap of paper.”<sup>73</sup> She also emphasizes that her filing of an illegal dismissal case debunks respondents’ assertion that she voluntarily resigned.<sup>74</sup>

On June 28, 2017, this Court issued a Resolution<sup>75</sup> requiring respondents to comment on the Petition.

In their Comment,<sup>76</sup> respondents counter that petitioner failed to support her claims with substantial evidence.<sup>77</sup> Allegedly, her points of argument reveal that she merely wanted the Court of Appeals ruling to be reversed “because she is poor [.]”<sup>78</sup> Other than her bare allegations and a misplaced reliance to social justice, her petition had no leg to stand on.<sup>79</sup>

Respondents also insist that petitioner’s illegal dismissal charge was baseless for failing to prove that she was really maltreated and molested by her foreign employers.<sup>80</sup> For one, the medical summary presented merely showed “the injuries and bruises she sustained when she fell from a window while attempting to flee from the office of her foreign placement agency.”<sup>81</sup> Equally telling was petitioner’s failure to mention to First Step or the Philippine Embassy that she was harassed by her male boss despite having the opportunity to do so.<sup>82</sup>

Respondents assert that there was no dismissal to speak of since petitioner merely resigned.<sup>83</sup> Albeit impliedly, petitioner allegedly admitted in her *Sinumpaang Salaysay* that “she decided to be repatriated to the Philippines due to her medical operation.”<sup>84</sup> Moreover, her voluntary resignation was bolstered by her execution of a settlement agreement which, as a public document, enjoys the presumption of validity.<sup>85</sup> Thus, the agreement being “executed before the Philippine Embassy in the Kingdom of Saudi Arabia, it is presumed that the official duty has [also] been regularly performed.”<sup>86</sup>

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<sup>72</sup> Id. at 24–25.

<sup>73</sup> Id. at 25.

<sup>74</sup> Id. at 27–28.

<sup>75</sup> Id. at 231.

<sup>76</sup> Id. at 237–248.

<sup>77</sup> Id. at 237–238.

<sup>78</sup> Id. at 238.

<sup>79</sup> Id. at 238–241.

<sup>80</sup> Id. at 243.

<sup>81</sup> Id. at 241.

<sup>82</sup> Id. at 243.

<sup>83</sup> Id. at 245–247.

<sup>84</sup> Id. at 244.

<sup>85</sup> Id. at 241–242.

<sup>86</sup> Id.

Finally, respondents underscore that there was no indication that petitioner was coerced to sign the document. She neither contradicted its due execution nor denied her signature.<sup>87</sup> Besides, the genuineness of the settlement agreement was affirmed by the Certification issued by the Philippine Embassy.<sup>88</sup>

In her Reply,<sup>89</sup> petitioner argues that her “[a]llegations, affidavit and medical summary” sufficiently established that she was illegally dismissed.<sup>90</sup> She argues that it is not the worker but the employer who bears the burden of proving that the termination of services is grounded on valid or authorized causes.<sup>91</sup>

Moreover, petitioner asserts that the settlement agreement is void because the “Philippine Embassy has no jurisdiction to hear and decide the issue of illegal dismissal.”<sup>92</sup> She adds that it was the officer at the embassy who directed her to sign the document so she could come home. Allegedly, the latter even told her to just file a complaint once she arrives in the Philippines.<sup>93</sup>

For resolution before this Court is whether or not petitioner Donna Jacob was constructively dismissed.

The Petition is meritorious.

## I

In a Rule 45 Petition of a Rule 65 ruling, this Court does not resolve factual issues except in ascertaining whether the Court of Appeals erred in finding that the Commission did or did not gravely abuse its discretion in deciding the labor case. This Court generally resolves questions of law because it is not a trier of facts. Moreover, the Commission’s decision is final and executory and can only be re-evaluated by the Court of Appeals when it gravely abused its discretion amounting to lack or excess of jurisdiction.<sup>94</sup>

Applying the foregoing principle in the present case, the central issue is not whether petitioner was dismissed. Instead, it is whether or not the Court of Appeals aptly decided that the Commission did not commit grave abuse of

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<sup>87</sup> Id. at 241.

<sup>88</sup> Id. at 242.

<sup>89</sup> Id. at 250–256.

<sup>90</sup> Id. at 250.

<sup>91</sup> Id.

<sup>92</sup> Id. at 252.

<sup>93</sup> Id.

<sup>94</sup> *Rodriguez v. Sintron Systems Inc.*, G.R. No. 240254, July 24, 2019 <<http://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/65491>> [Per J. Caguioa, Second Division].

discretion in reversing the Labor Arbiter's finding of constructive dismissal.

The Court of Appeals erred in so doing.

Constructive dismissal, otherwise known as constructive discharge,<sup>95</sup> is a form of illegal dismissal. In *Siemens Philippines v. Domingo*,<sup>96</sup> the Court defined it as follows:

Constructive dismissal is defined as quitting when continued employment is rendered impossible, unreasonable or unlikely as the offer of employment involves a demotion in rank or diminution in pay. **It exists when the resignation on the part of the employee was involuntary due to the harsh, hostile and unfavorable conditions set by the employer. It is brought about by the clear discrimination, insensibility or disdain shown by an employer which becomes unbearable to the employee. An employee who is forced to surrender his position through the employer's unfair or unreasonable acts is deemed to have been illegally terminated and such termination is deemed to be involuntary.**<sup>97</sup>  
(Citations omitted; Emphasis supplied)

Constructive dismissal does not always entail a "forthright dismissal or diminution in rank, compensation, benefit and privileges."<sup>98</sup> Pertinent in the case at hand, there can also be constructive dismissal in cases where "an act of clear discrimination, insensibility, or disdain by an employer becomes so *unbearable* on the part of the employee that it could foreclose any choice by him [or her] except to forego his [or her] continued employment."<sup>99</sup>

To gauge if constructive dismissal exists, the test is whether a reasonable person in the employee's standing was impelled to surrender his or her post under the given situation. It is a dismissal in disguise because the doing equates to a "dismissal[,] but made to appear as if it were not."<sup>100</sup> Hence, "the law recognizes and resolves this situation in favor of employees in order to protect their rights and interests from the coercive acts of the employer."<sup>101</sup>

On the basis of the Labor Arbiter's Decision and Commissioner Nograles' Dissenting Opinion, petitioner maintains that she was constructively dismissed.<sup>102</sup> She insists on the probative value of her affidavit

<sup>95</sup> *Philippine Japan Active Carbon Corp. v. NLRC*, 253 Phil. 149, 152-153 (1989) [Per J. Griño-Aquino, First Division].

<sup>96</sup> 582 Phil. 86 (2008) [Per J. Nachura, Third Division].

<sup>97</sup> *Id.* at 99-100.

<sup>98</sup> *Hyatt Taxi Services Inc. v. Catinoy*, 412 Phil. 295, 306 (2001) [Per J. Gonzaga-Reyes, Third Division].

<sup>99</sup> *Id.*

<sup>100</sup> *McMer Corp., Inc. v. National Labor Relations Commission*, 735 Phil. 204, 214 (2014) [Per J. Peralta, Third Division].

<sup>101</sup> *Id.*

<sup>102</sup> *Rollo*, pp. 21-23.

and medical summary to establish her allegations.<sup>103</sup> On the other hand, respondents counter that her illegal dismissal charge was baseless for failing to prove that she was maltreated and sexually harassed by her foreign employers. Respondents assert that apart from her self-serving affidavit and medical summary, no other relevant evidence was presented to corroborate the charges.<sup>104</sup>

In ruling for the respondents, the Court of Appeals found that there was no substantial evidence to confirm a case of constructive dismissal on account of maltreatment and molestation. Prescinding from petitioner's declaration, it held that nothing therein reveals that her male employer attempted to rape her. The Court of Appeals pointed out that if the said charges were true, she could have reported the matter "to the Labor Attaché or the OWWA who assisted her in processing her exit visa."<sup>105</sup>

This Court rules otherwise.

"Substantial evidence is such amount of relevant evidence which a reasonable mind might accept as adequate to support a conclusion, even if other equally reasonable minds might opine otherwise."<sup>106</sup> Thus, over and again, this Court "upheld that the substantiality of the evidence depends on its quantitative as well as its *qualitative* aspects,"<sup>107</sup> as in the case at hand where the sworn declaration of the complainant depicting the situation which caused her to leave her foreign employer's residence and thus, forego continued employment was supported by other documentary evidence such as relevant medical records.

A review of the records shows that petitioner, as aptly found by the Labor Arbiter,<sup>108</sup> was able to categorically relate the following circumstances:

Dumating po ako sa bansang Riyadh noon[g] January 12, 2015 at hinatid po ako ng amo ko sa agency ng Riyadh. Ako po ay dinala sa amo ko na si Abdulaziz Masser Adulaziz Al Masoud. Noong January 31, [2015] ng tanghali habang ako ay naghuhugas ng mga plato nagulat ako ng may lumapat na matigas na ari ng [amo] kong lalaki sa likod ko. **Nagulat ako kasi gusto niya [akong] gahasain.** Tumakbo ako sa third floor para magsumbong sa [amo] [kong] babae. Pero ayaw maniwala ang [amo] [kong] babae at ang sabi sinungaling daw ako. Kaya wala akong magawa kundi umiyak na lang. Ang sabi pa sakín ng [amo] [kong] babae wag daw ako madalas maligo at huwag daw ako [tumingin] sa mga mata ng [amo] [kong] lalaki. At kailangan nakatakip lahat maliban sa mata ko ang

<sup>103</sup> Id. at 249–250.

<sup>104</sup> Id. at 241.

<sup>105</sup> Id. at 41.

<sup>106</sup> *McMer Corp., Inc. v. National Labor Relations Commission* 735 Phil. 204, 219 (2014) [Per J. Peralta, Third Division].

<sup>107</sup> Id. at 217.

<sup>108</sup> *Rollo*, pp. 130–131.

lumabas. At kailangan nakatingin ako lagi sa lupa o sahi. **Mula noon lagi nalang akong sinasaktan ng amo [kong] babae.** Pag basa ang buhok ko lagi siya galit sa akin. Noong February 16, 2015 ako ay pinukpok ng sapatos at hinagisan ng sapatos ng amo kong babae. Kaya ako ay *tumakas* papunta sa agency sa Saudi. Subalit pagdating ko po doon sa agency nadatnan ko po si Rosalie Bermido na taga Bicol. Ganon din nangyari sa kanya minaltrato din siya ng employer niya at muntik din gahasain ng among lalaki. Halos hindi po makatayo si Rosalie Bermido dahil sa gutom dahil hindi po sya pinapakain [nang] maayos noong dumating po ako doon parang tatakas siya noong gabi din na yon mga 11:30 ng gabi ay binigyan kami ng pagkain. Ang sabi po sa akin ni Rosalie kumain kami para lumakas at tatakas daw kami sa dahilang ang mga babae doon sa agency ay inaabuso at sinasampal kung sino ang magugustuhan ng Arabo. Kaya po natakot kami at isa pa po [ibebenta] kami sa Arabo na magiging employer namin ulit. [Nang] dumating ang 3:00 A.M. doon kami dumaan sa may C.R. ng agency sa bintana nagdugtong dugtong kami ng mga damit pa doon sa bintana ng mga may naunang tumakas. Sarado po kasi ang pinto at kinandado ng agency. Natakot na po kami kaya tumakas na po kami yong kasama ko na si Rosalie Bermido. Nakababa [nang] maayos si Rosalie Bermido subalit ako po ay bumagsak kaya [nabali] ang spinal column ko sa likod di na [ako] makalakad ng oras na yon may nakakita sa amin [na] isang Arabo at tumawag ng [pulis]. Nagmakaawa po kami dahil nilamas na ang aming mga suso kahit ako ang hindi makatayo. Kinalkal lahat ng mga damit namin at kinuha nila lahat ang tanging natira sa amin ay mga suot namin. Nag makaawa kami na dalhin kami sa ospital dahil hindi na po ako makatayo. Tumawag po sila ng ambulance at dinala kami sa King Saudi Medical City. Nakalakip dito ay may marking bilang Annex “2” ang aking medical records. Ako po ay inoperahan noong February 28, 2015 at mga ilang araw po sinundo na ako ng OWWA at dinala sa bahay kalinga at doon na ako nag hintay na mabigyan ako ng ticket exit visa. Ganon din si Rosalie Bermido.<sup>109</sup> (Emphasis supplied)

It is discernable from petitioner’s declaration that the controversy emanated from the lewd actuations of her male foreign employer on January 31, 2015. To avert a commotion, she reported the matter to her female employer but unfortunately, she was merely discredited and even blamed for the incident. From then on, petitioner’s female foreign employer treated her differently. Jacob was subjected to physical and verbal harm that she was left with no other choice but to relinquish her employment.

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

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<sup>109</sup> Id. at 126–127.

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 the her employers' conduct. All of these evidently constitute a case of constructive dismissal.

Unfortunately, petitioner's anguish did not end when she was able to escape on February 16, 2015. To seek refuge, she went to respondent First Step's counterpart agency in Riyadh. Upon discovering the unfortunate situation of female overseas workers there, she tried to escape through the agency's window where she fell and injured her spine. Petitioner's narration is not at all self-serving and baseless, as claimed by respondents.<sup>110</sup> The material points of her story were duly supported by the Discharge Summary<sup>111</sup> from King Saudi Medical City which, in part, provides:

**Date of Admission: 17/02/2015**

**Reason [of] Admission:**

PT. ADMITTED THROUGH ER WITH H/O FALL FROM HEIGHT OF 2<sup>ND</sup> FLOOR ON 16/2/15 AND C/O LOW BACKACHE. NO H/O LOC WEAKNESS OR NUMBNESS IN LIMBS.

**Significant History and Physical Examination:**

O/E. PT. CONSCIOUS ORIENTED, STABLE HEMODYNAMICALLY. TENDER LUMBAR SPINE. NO NEUROLOGICAL DEFICIT.

.....

**MANAGEMENT PROCEDURE & TREATMENT INCLUDING OPERATIONS:**

ON 28/2/15 PT. WAS OPERATED WITH POSTERIOR SPINAL FIXATION FROM T11 TO L2 AND FUSION WITH BONE GRAFT.

**PROGRESS OF PATIENTS HEALTH:**

MOBILISED WITH BRACE. WOUND HEALED WELL.<sup>112</sup> (Emphasis supplied)

Therefore, respondents' argument that petitioner was not dismissed because she impliedly admitted "in her Petition [that] she decided to be repatriated to the Philippines due to her medical operation"<sup>113</sup> is absurd. In resolving issues of constructive dismissal, courts do not only weigh the evidence presented by the parties, but also delve into the "totality of

<sup>110</sup> Id. at 241.

<sup>111</sup> Id. at 95-96.

<sup>112</sup> Id. at 95.

<sup>113</sup> Id. at 244.

circumstances.”<sup>114</sup> In petitioner’s case, it is apparent that she could not have gone to the counterpart agency and eventually injure herself in the course of escape were it not for the hostile treatment afforded by her foreign employers which made her run away.

Furthermore, petitioner’s failure to promptly report the matter of maltreatment and harassment to the authorities overseas<sup>115</sup> cannot be taken against her. In her Petition, petitioner expressed being “maltreated, injured and nearly raped[.]”<sup>116</sup> Hence, “[t]he behavior and reaction of every person cannot be predicted with accuracy.”<sup>117</sup> Given the traumatic incidents petitioner went through, the alleged delay in reporting could be reasonably expected. People respond differently in varied situations, and there exists “no standard form of behavioral response when one is confronted with a strange or startling experience.”<sup>118</sup>

Guided by the foregoing precepts, this Court finds that petitioner was constructively discharged from employment and hence, illegally dismissed.

## II

Respondents’ theory that petitioner voluntarily resigned due to homesickness also fails to convince.

The correlation of resignation *vis-à-vis* constructive dismissal was explained in *Central Azucarera de Bais v. Siason*:<sup>119</sup>

*Resignation is the formal pronouncement or relinquishment of a position or office. It is the voluntary act of an employee who is in a situation where he [or she] believes that personal reasons cannot be sacrificed in favor of the exigency of the service, and he [or she] has then no other choice but to disassociate himself [or herself] from employment. The intent to relinquish must concur with the overt act of relinquishment; hence, the acts of the employee before and after the alleged resignation must be considered in determining whether he [or she] in fact intended to terminate his [or her] employment. In illegal dismissal cases, it is a fundamental rule that when an employer interposes the defense of resignation, on him [or her] necessarily rests the burden to prove that the employee indeed voluntarily resigned.*

In contrast, constructive dismissal exists where there is cessation of work because continued employment is rendered impossible, unreasonable

<sup>114</sup> *Philippine Span Asia Carriers Corp. v. Pelayo*, 826 Phil. 776, 794 (2018) [Per J. Leonen, Third Division].

<sup>115</sup> *Rollo*, p. 243. See also *rollo*, p. 41.

<sup>116</sup> *Id.* at 10.

<sup>117</sup> *People v. Buenviaje*, 408 Phil. 342, 352 (2001) [Per J. Pardo, First Division].

<sup>118</sup> *Id.*

<sup>119</sup> 765 Phil. 399 (2015) [Per J. Perlas-Bernabe, First Division].

or unlikely, as an offer involving a demotion in rank or a diminution in pay and other benefits. Aptly called a dismissal in disguise or an act amounting to dismissal but made to appear as if it were not, constructive dismissal may, likewise, exist if an act of clear discrimination, insensibility, or disdain by an employer becomes so unbearable on the part of the employee that it could foreclose any choice by him [or her] except to forego his [or her] continued employment. It must be noted, however, that bare allegations of constructive dismissal, when uncorroborated by the evidence on record, cannot be given credence.<sup>120</sup> (Emphasis supplied, citations omitted)

As stated above, respondents hold the burden of proving that petitioner voluntarily resigned. Respondents make much of the Final Settlement and Certification executed before the Philippine Embassy to support their claim. They insist that, bereft of any other clear and convincing evidence to the contrary, petitioner's mere denial cannot overturn the presumption that the Labor Attaché regularly performed its official duties.<sup>121</sup>

Respondents' argument is misplaced.

A perusal of the Final Settlement and Certification shows that they were merely stamped with a "*seen and noted*"<sup>122</sup> mark that was signed by Assistant Labor Attaché Firma P. Bantilan.<sup>123</sup> As amply deduced by Commissioner Nograles in his Dissenting Opinion, the stamps do not imply that petitioner attested to the veracity of the documents' contents before the Labor Attaché<sup>124</sup> because they were plainly seen and noted. Besides, nothing in the Final Settlement expressly provides that petitioner voluntarily resigned from employment due to the personal reason stated. Among other things, it was merely written therein that "as a result of [said] settlement, [she] voluntarily agreed to be sent home to the Philippines[.]"<sup>125</sup>

Equally telling is the fact that the space allotted for a supposed witness was left blank, which means that no one was called to confirm the circumstances surrounding the execution of the document. Having a witness could have been helpful to the cause of respondents, especially since petitioner is assailing<sup>126</sup> the authenticity of her signature in the pertinent documents. As such, we are left with nothing but self-serving assertions from respondents.

Notably, as a general<sup>127</sup> rule, "deeds of release, waivers, or quitclaims

<sup>120</sup> Id. at 407-408.

<sup>121</sup> *Rollo*, pp. 241-242.

<sup>122</sup> Id. at 163.

<sup>123</sup> Id. at 165. According to the certification, the signature affixed above Rustico SM. Dela Fuente's name on the Final Settlement was that of Assistant Labor Attaché Firma P. Bantilan's.

<sup>124</sup> Id. at 230.

<sup>125</sup> Id. at 163.

<sup>126</sup> Id. at 114-115.

<sup>127</sup> *Universal Staffing Services, Inc. v. NLRC*, 581 Phil. 199, 210 (2008) [Per J. Nachura, Third Division]. Save in cases where "the person making the waiver has done so voluntarily, with a full understanding

cannot bar employees from demanding benefits to which they are legally entitled or from contesting the legality of their dismissal, since quitclaims are looked upon with disfavor and are frowned upon as contrary to public policy.”<sup>128</sup> The burden of proving that petitioner voluntarily entered into the agreement lies with the employer,<sup>129</sup> which in this case, respondents miserably failed to do. Apart from merely claiming that petitioner’s homesickness led her to voluntary resign from her job (as evinced by the execution of the Final Settlement), respondents failed to present other concrete evidence to support the assertion.

Also, the lack of any physical coercion on the part of petitioner does not automatically suggest that she voluntarily adhered to the stipulations in the Final Settlement.<sup>130</sup> This is especially so in light of her helpless situation, away from the comforts of her family and support group. Out of dire necessity and desperation, it is evident that signing the Final Settlement and Certification was her only choice as it was, in fact, explicitly noted therein that it was a “condition for the worker’s [r]epatriation[.]”<sup>131</sup> Besides, it would be irrational for petitioner to resign and thereafter file a case for illegal dismissal since “[r]esignation is inconsistent with the filing of the said complaint.”<sup>132</sup> Given that resignation “is a formal pronouncement of relinquishment of an office[.]”<sup>133</sup> it must be concurrent with the intent and the act.<sup>134</sup>

### III

As a result of petitioner’s illegal dismissal, she is entitled to moral damages, exemplary damages, and attorney’s fees.<sup>135</sup>

Moral and exemplary damages are awarded in the following circumstances:

Moral damages are recoverable when the dismissal of an employee

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thereof, and the consideration for the quitclaim is credible and reasonable, the transaction must be recognized as a valid and binding undertaking.”

<sup>128</sup> Id. at 209–210.

<sup>129</sup> Id.

<sup>130</sup> See *Universal Staffing Services, Inc. v. NLRC*, 581 Phil. 199, 210 (2008) [Per J. Nachura, Third Division].

<sup>131</sup> See *rollo*, p. 163. Also, in the pertinent employment contract (*rollo*, p. 94), stipulation number 17 expressly states that: “After the expiration of the contract and the [Household Service Worker or HSW] desires to return the Philippines, the employer shall present the bank statement of the HSW to the Saudi recruitment agency, and the employer and the worker shall then sign a **final settlement**. Such bank statement and proof of statement may be submitted as evidence in the Philippines and in the KSA.”

<sup>132</sup> *Valdez v. NLRC*, 349 Phil. 760, 767 (1998) [Per J. Regalado, Second Division].

<sup>133</sup> Id. at 768.

<sup>134</sup> Id.

<sup>135</sup> *Aldovino v. Gold and Green Manpower Management and Development Services, Inc.*, G.R. No. 200811, June 19, 2019, <<http://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/65230>> [Per J. Leonen, Third Division].

is attended by bad faith or fraud or *constitutes an act oppressive to labor*, or is done in a manner contrary to good morals, good customs or public policy. Exemplary damages, on the other hand, are recoverable when the dismissal was done in a *wanton, oppressive, or malevolent manner*.<sup>136</sup> (Emphasis supplied, citation omitted)

In *Prieto v. NLRC*,<sup>137</sup> the Court recognized the struggles of Filipino workers abroad:

The Court is not unaware of the many abuses suffered by our overseas workers in the foreign land where they have ventured, usually with heavy hearts, in pursuit of a more fulfilling future. Breach of contract, maltreatment, rape, insufficient nourishment, sub-human lodgings, insults and other forms of debasement, are only a few of the inhumane acts to which they are subjected by their foreign employers, who probably feel they can do as they please in their own country.<sup>138</sup>

In acknowledging the plight of Overseas Filipino Workers, this Court underscored the importance of stern enforcement of pertinent laws and rules. In *JSS Indochina Corp. v. Ferrer*:<sup>139</sup>

We take this opportunity to stress the need for strict enforcement of the law and the rules and regulations governing Filipino contract workers abroad. Many hapless citizens of this country who have sought foreign employment to earn a few dollars to ensure for their families a life worthy of human dignity and provide proper education and a decent future for their children have found themselves enslaved by foreign masters, harassed or abused and deprived of their employment for the slightest cause. No one should be made to unjustly profit from their suffering. Hence, recruiting agencies must not only faithfully comply with Government-prescribed responsibilities; they must impose upon themselves the duty, borne out of a social conscience, to help citizens of this country sent abroad to work for foreign principals. They must keep in mind that this country is not exporting slaves but human beings, and above all, fellow Filipinos seeking merely to improve their lives.<sup>140</sup>

The physical stress expected from the nature of petitioner's job as a household helper abroad, coupled with the everyday longing of wanting to be with her family, are already hard to imagine. With the added burden of enduring the trauma caused by her employers' conduct, it can be reasonably deduced that the kind of treatment afforded her was nothing but oppressive. Worse, in petitioner's situation, she had to escape twice in order to save her life. Regrettably, instead of giving petitioner protection, respondents seemingly took advantage of her helpless condition by making her sign a Final

<sup>136</sup> *Torreda v. Investment and Capital Corporation of the Philippines*, G.R. No. 229881, September 5, 2018, <<http://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/64603>> [Per J. Gesmundo, Third Division].

<sup>137</sup> 297 Phil. 256 (1993) [Per J. Cruz, First Division].

<sup>138</sup> Id. at 265.

<sup>139</sup> 509 Phil. 699 (2005) [Per J. Sandoval-Gutierrez, Third Division].

<sup>140</sup> Id. at 700-701.

Settlement with terms obviously disadvantageous to her. Hence, with the foregoing in mind, an award of ₱50,000 moral damages<sup>141</sup> is therefore justified. Additionally, to deter the commission of similar actuations, an award of ₱25,000 exemplary damages is also warranted.<sup>142</sup>

Furthermore, petitioner is entitled to “attorney’s fees equivalent to ten percent (10%) of [her] monetary awards”<sup>143</sup> on the basis of Article 2208<sup>144</sup> of the Civil Code which provides that it may be recovered if exemplary damages are awarded and if the case includes recovery of wages.<sup>145</sup>

#### IV

Petitioner, for having been illegally dismissed from employment, is also entitled to her salaries corresponding to the unexpired portion of her employment contract<sup>146</sup> in accordance with Section 7 of Republic Act No. 10022<sup>147</sup> which, in part, reads:

SECTION 7. Section 10 of Republic Act 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

<sup>141</sup> *Aldovino v. Gold and Green Manpower Management and Development Services, Inc.*, G.R. No. 200811, June 19, 2019, <<http://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/65230>> [Per J. Leonen, Third Division].

<sup>142</sup> *Id.*

<sup>143</sup> *Id.*

<sup>144</sup> CIVIL CODE, art. 2208 provides:

ARTICLE 2208. In the absence of stipulation, attorney's fees and expenses of litigation, other than judicial costs, cannot be recovered, except:

- (1) **When exemplary damages are awarded;**
- (2) When the defendant's act or omission has compelled the plaintiff to litigate with third persons or to incur expenses to protect his interest;
- (3) In criminal cases of malicious prosecution against the plaintiff;
- (4) In case of a clearly unfounded civil action or proceeding against the plaintiff;
- (5) Where the defendant acted in gross and evident bad faith in refusing to satisfy the plaintiff's plainly valid, just and demandable claim;
- (6) In actions for legal support;
- (7) **In actions for the recovery of wages of household helpers, laborers and skilled workers;**
- (8) In actions for indemnity under workmen's compensation and employer's liability laws;
- (9) In a separate civil action to recover civil liability arising from a crime;
- (10) When at least double judicial costs are awarded;
- (11) In any other case where the court deems it just and equitable that attorney's fees and expenses of litigation should be recovered.

In all cases, the attorney's fees and expenses of litigation must be reasonable.

<sup>145</sup> *See Aldovino v. Gold and Green Manpower Management and Development Services, Inc.*, G.R. No. 200811, June 19, 2019, <<http://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/65230>> [Per J. Leonen, Third Division].

<sup>146</sup> *See Sameer Overseas Placement Agency, Inc. v. Cabiles*, 740 Phil. 403 (2014) [Per J. Leonen, En Banc].

<sup>147</sup> An Act Amending Republic Act No. 8042 otherwise known as the Migrant Workers and Overseas Filipino Act of 1995 (2010).

by virtue of any law or contract involving Filipino workers for overseas deployment including claims for actual, moral, exemplary and other forms of damages. 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.

"Such liabilities shall continue during the entire period or duration of the employment contract and shall not be affected by any substitution, amendment or modification made locally or in a foreign country of the said contract.

"Any compromise/amicable settlement or voluntary agreement on money claims inclusive of damages under this section shall be paid within thirty (30) days from the approval of the settlement by the appropriate authority.

"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. (Emphasis supplied)

In *Sameer Overseas Placement Agency, Inc. v. Cabiles*,<sup>148</sup> the phrase "or for three (3) months for every year of the unexpired term, whichever is less" in the above provision of Republic Act No. 10022 was struck down for violating "constitutional rights to equal protection and due process."<sup>149</sup> Accordingly, as aptly ruled by the Labor Arbiter, petitioner is entitled to her salaries for the unexpired portion of her employment contract.

Nevertheless, this Court cannot grant petitioner's prayer that respondents be liable for an interest of "twelve (12%) percent per annum of the total judgment award"<sup>150</sup> as allegedly stated under Republic Act No. 10022. The said 12% interest particularly pertains to the reimbursement of placement fees. Thus, in light of prevailing jurisprudence, an interest of six percent (6%) per annum shall be imposed on the total monetary awards from

<sup>148</sup> 740 Phil. 403 (2014) [Per J. Leonen, En Banc].

<sup>149</sup> Id. at 434.

<sup>150</sup> *Rollo*, p. 29.

the time of the filing of the complaint until their full satisfaction.<sup>151</sup>

Finally, this Court notes with disappointment the unreasonably high bar that the majority in the Commission and the Court of Appeals set for a Filipina to prove sexual harassment and maltreatment from their foreign employers in a household setting. It betrays a lack of appreciation of context or an insensitivity to the plight of our Overseas Filipino Workers. The consistent statement affirmed under oath, the medical certificate submitted from the injuries she sustained, her attempt to find succor with the representatives of the respondent, and the sad reality that many women steel themselves in order to work abroad by cleaning the houses of others just so that their families can have a better life here should have been enough.

We are not unaware of the suffering that petitioner may have endured not only from her maltreatment but from how her case was misappreciated by the Commission and the Court of Appeals. We can only hope that our judgment today can contribute to her healing and her family's redress. The dignity of all workers is a value that we all should protect. It is definitely protected under our laws.

**WHEREFORE**, the Petition is **PARTLY GRANTED**. The October 24, 2016 Decision and February 6, 2017 Resolution of the Court of Appeals in CA-G.R. SP No. 146028 are **REVERSED** and **SET-ASIDE**.

The September 4, 2015 Decision of the Labor Arbiter is **REINSTATED** in so far as it ruled that petitioner Donna B. Jacob was constructively dismissed and that respondents First Step Manpower Int'l. Services Inc., Muhammad, and Elnor Tapnio are ordered to pay her salary for the unexpired portion of her contract, with **MODIFICATIONS** that she is adjudged entitled to moral damages, exemplary damages, and attorney's fees. Accordingly, respondents are **ORDERED** to pay petitioner Donna B. Jacob the following:

1. The amount equivalent to her salary for the unexpired portion of her contract;
2. Moral and exemplary damages in the amount of ₱50,000.00 and ₱25,000.00, respectively;
3. Attorney's fees equivalent to 10% of the monetary awards.

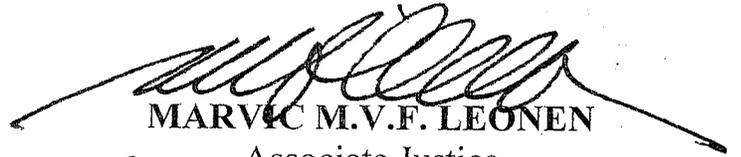
An interest of six percent (6%) per annum of the total monetary awards

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<sup>151</sup> *Gutierrez v. NAWRAS Manpower Services, Inc.*, G.R. No. 234296, November 27, 2019, <<http://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/65786>> [Per J. Carandang, Third Division].

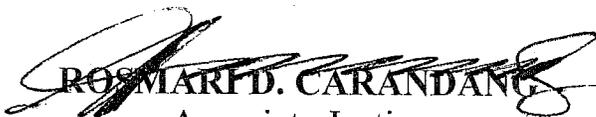
shall be imposed, computed from the time the complaint was filed until its full satisfaction.

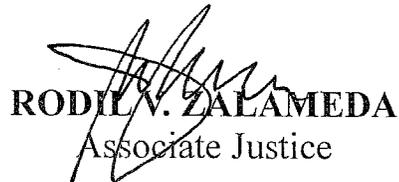
**SO ORDERED.**

  
**MARVIC M.V.F. LEONEN**  
Associate Justice

WE CONCUR:

On wellness leave  
**ALEXANDER G. GESMUNDO**  
Associate Justice

  
**ROSMARIE D. CARANDANG**  
Associate Justice

  
**RODIL V. ZALAMEDA**  
Associate Justice

  
**EDGARDO L. DELOS SANTOS**  
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.



**DIOSDADO M. PERALTA**  
Chief Justice

**CERTIFIED TRUE COPY**

*Mis PDC Batt*  
**MISAELO DOMINGO C. BATTUNG III**  
Division Clerk of Court  
Third Division

SEP 30 2020