Republic of the Philippines
Supreme Court
Manila

SUPREME COURT OF THE PHILIPPINES
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SECOND DIVISION

AL-MASIYA OVERSEAS PLACEMENT AGENCY, INC. and ROSALINA ABOY,
Petitioners,

- *versus* -

HAZEL A. VIERNES,
Respondent.

G.R. No. 216132

Present:

PERLAS-BERNABE, *S.A.J,*
Chairperson,
REYES, A., JR.,*
HERNANDO,**
INTING, and
DELOS SANTOS, *JJ.*

Promulgated:

22 JAN 2020

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DECISION

INTING, *J.*:

This resolves the Petition for Review on *Certiorari* with Urgent Prayer for the Issuance of a Temporary Restraining Order and/or Preliminary Injunction[1] under Rule 45 of the Rules of Court seeking the reversal of the Decision[2] dated June 27, 2014 and Resolution[3] dated December 23, 2014 of the Court of Appeals (CA) in CA-G.R. SP No. 128433. The CA Decision dismissed the Petition for *Certiorari* with Extremely Urgent Prayer for the Issuance of a Temporary Restraining Order and/or Preliminary Injunction[4] assailing the Resolutions dated

* On official leave.
** On official leave.
1 *Rollo*, pp. 26-43.
2 *Id.* at 12-22; penned by Associate Justice Vicente S.E. Veloso with Associate Justices Jane Aurora C. Lantion and Nina G. Antonio-Valenzuela, concurring.
3 *Id.* at 24.
4 *Id.* at 137-154.

September 24, 2012[5] and November 26, 2012[6] of the National Labor Relations Commission (NLRC) in NLRC LAC No. OFW (L) 02-000317-12 (NLRC RAB-I-OFW-[L]03-1021-11[IS-2]). The CA Resolution, on the other hand, denied the subsequent motion for reconsideration.[7]

The Antecedents

The case stemmed from the complaint[8] for illegal or constructive dismissal filed by Hazel A. Viernes (respondent) against Al-Masiya Overseas Placement Agency, Inc. (Al-Masiya) and Rosalina Aboy, its Manager, (collectively, petitioners) before the NLRC, San Fernando City, La Union. The case was docketed as NLRC Case No. RAB-I-OFW(L)-03-1021-11(IS-2).[9]

On November 7, 2010, respondent was deployed in Kuwait by Al-Masiya, through Saad Mutlaq Al Asmi Domestic Staff Recruitment Office (Saad Mutlaq)/Al Dakhan Manpower, to work as a domestic helper. Respondent's stipulated pay was US$400 per month for a period of two years.[10]

Respondent arrived in Kuwait on November 8, 2010 together with other Filipina overseas workers. Due to disagreement in the working conditions, respondent's employment with her first and second employers did not succeed. Her employment with her third employer also did not succeed as the latter could not obtain a working visa for her.[11]

On December 16, 2010, respondent and one Darwina Golle went to the Philippine Embassy where they related their problems about their employment to Atty. William Merginio (Atty. Merginio), Labor Attaché in Kuwait who offered to help them.[12]

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5 CA *rollo*, pp.25-34; penned by Comissioner Angelo Ang Palaña with Presiding Commissioner Herminio V. Suelo and Commissioner Numeriano D. Villena, concurring.
6 *Rollo*, pp. 135-136.
7 *Id.* at 156-162.
8 Not attached to the *rollo* and the records.
9 *Rollo*, pp. 113-123.
10 *Id.* at 113-114.
11 *Id.* at 114.
12 *Id.* at 115.

On January 5, 2011, respondent left the Philippine Embassy after a certain Mr. Mutlaq offered to give her a job at a chocolate factory. However, this chocolate factory turned out to be inexistent. Then, the employees of Al Rekabi, an employment agency, told her that they would be bringing her to Hawally at night. She refused to take the trip as it was cold and drizzling. She then attempted to report the matter to Atty. Merginio using her cellular phone, but the employees of Al Rekabi confiscated it. Mr. Hassan, the Manager of Al Rekabi, did not accede to her request to postpone the trip to the following day. It came to a point where Mr. Hassan scolded respondent, and forced her to make a written admission that her employers treated her well.[13]

Sometime after January 6, 2011, respondent was brought to the office of Al Rekabi at Salmiya. On an unspecified date thereafter, at around 7:00 p.m., two men offered her a job at a restaurant in front of the main office of the agency. She accepted the offer. However, instead of being brought to a restaurant in Hawally, where she was supposed to work, respondent was taken to a flat where she was told to apply makeup, and wear attractive and sexy clothes. Another man joined them. Respondent was then told that she would be brought to her place of work. However, she was instead taken to an unlighted area which had buildings but no restaurant or coffee shop signboards. At the area, she saw another man walking. After recognizing that the man was an employee of Al Rekabi, she asked him to bring her to the main office of the agency. She was able to leave at around 11:00 p.m. when the three other men agreed to release her.[14]

On February 7, 2011, respondent was asked to affix her signature on a letter that she copied purportedly showing that she admitted having preterminated her contract of employment and that she no longer had any demandable claim as she was treated well. Respondent's execution of this letter of resignation was made as a precondition to the release of her passport and plane ticket which were in the possession of petitioners.[15]

Respondent arrived in the Philippines on February 12, 2011.[16]

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[13] *Id.*
[14] *Id.* at 115-116.
[15] *Id.* at 116-117.
[16] *Id.* at 117.

In response to respondent's complaint, petitioners filed a motion to dismiss[17] on May 11, 2011, alleging that on February 7, 2011, respondent executed an Affidavit of Quitclaim and Desistance, Sworn Statement, and Receipt and Quitclaim before Ofelia M. Castro-Hudson, Assistant Labor Attaché in Kuwait, where she allegedly stated that she voluntarily agreed to release Al-Masiya and Saad Mutlaq, *et al.*, from all her claims arising from her employment abroad. They also presented her handwritten statement where she expressed that her cause for terminating her employment was her own personal reasons.[18]

Respondent opposed the motion, arguing that she signed the documents in exchange for the release of her passport and plane ticket. Petitioners refuted this by stating that respondent's reason was self-serving.[19]

After considering the parties' respective arguments, the Labor Arbiter (LA) denied the motion to dismiss and directed the parties to file their respective position papers.[20]

On August 2, 2011, the LA rendered a Decision[21] in favor of respondent. The dispositive portion thereof reads:

> IN VIEW THEREOF, judgment is hereby rendered directing the AL MASIYA OVERSEAS PLACEMENT AGENCY, INC. and ROSALINA ABOY to jointly and severally pay the complainant:
>
> 1) Salary Differentials - US$516.75
> 2) Six (6) months['] Salary for the unexpired portion of her contract - US$2,400.00
> 3) Moral damages - P25,000.00
> 4) Exemplary damages - P25,000.00
>
> plus 10% as attorney's fees payable to the Public Attorney's Office.
>
> SO ORDERED.[22]

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17 Not attached to the *rollo* and the records.
18 *Rollo*, p. 117.
19 *Id.* at 117-118.
20 *Id.* at 117.
21 *Id.* at 113-123; penned by Executive Labor Arbiter Irenarco R. Rimando.
22 *Id.* at 123.

Petitioners appealed the above Decision to the NLRC.

In its Decision[23] dated April 27, 2012, the NLRC dismissed the appeal on the ground of nonperfection. It observed that petitioners filed a surety bond equivalent to the monetary award, but the attached joint declaration, as required by the 2011 NLRC Rules of Procedure, was not duly signed by their counsel.[24]

Petitioners filed a Motion for Reconsideration[25] of the dismissal of their appeal. The NLRC granted the motion in its Resolution[26] dated September 24, 2012, and gave due course to petitioners' appeal. Nonetheless, the NLRC affirmed *in toto* the Decision of the LA.[27]

Subsequently, petitioners filed a Motion for Reconsideration[28] of the Resolution dated September 24, 2012, but the NLRC dismissed it for lack of merit in its Resolution[29] dated November 26, 2012.

Aggrieved, petitioners filed a Petition for *Certiorari* with Extremely Urgent Prayer for the Issuance of a Temporary Restraining Order and/or Preliminary Injunction[30] with the CA.

In its Decision[31] dated June 27, 2014, the CA dismissed the petition for lack of merit. It upheld respondent's entitlement to her money claims, which were granted by the LA and affirmed by the NLRC. The LA held that an employee's execution of a document on final settlement does not foreclose the right to pursue a claim for illegal dismissal; and that quitclaims are frowned upon and do not bind courts unless proven to have been voluntarily executed.[32] The CA also found illogical petitioners' argument that respondent voluntarily resigned from

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23 *Id.* at 99-101.
24 *Id.* at 100.
25 *Id.* at 102-109.
26 CA *rollo*, pp. 25-34.
27 *Id.* at 33.
28 *Rollo*, pp. 124-130.
29 *Id.* at 135-136.
30 *Id.* at 137-154.
31 *Id.* at 12-22.
32 *Id.* at 20-21.

her job abroad.[33] On the contrary, the CA observed that respondent would not have pursued her suit if she did resign.[34]

On December 23, 2014, the CA issued a Resolution[35] denying petitioners' motion for reconsideration.[36]

Hence, the present petition.

Issues

Petitioners impute the following assignment of errors:

> A. WITH DUE COURTESY, THE HONORABLE COURT OF APPEALS OVERLOOKED THE EVIDENCE AT HAND PROVING THAT THE HONORABLE NATIONAL LABOR RELATIONS COMMISSION SERIOUSLY COMMITTED AN ERROR WHEN IT FAILED TO RECOGNIZE THE LEGAL IMPORT AND EVIDENTIARY RULE OF THE RESIGNATION LETTER, AFFIDAVIT OF QUITCLAIM AND DESISTANCE AS WELL AS THE FINAL SETTLEMENT WHICH THE [RESPONDENT] SIGNED AND EXECUTED BEFORE ASST. LABOR ATTACH[É] OFELIA M. CASTRO-HUDSON.
>
> B. WITH UTMOST RESPECT, THE HONORABLE COURT OF APPEALS FAILED TO RECOGNIZE THATTHE [*sic*] HONORABLE NATIONAL LABOR RELATIONS [COMMISSION] COMMITTED AN ERROR AND GROSSLY ABUSED ITS DISCRETION—AND THIS ERROR IS CORRECTIBLE ON APPEAL—WHEN IT FAILED TO CONSIDER THE FACT THAT THE ASST. LABOR ATTACH[É] BEFORE AFFIXING HER SIGNATURE, VERIFICATION AND SEAL OF THE POLO OFFICE, FULLY [APPRISED] THE [RESPONDENT] OF ALL HER CONTRACTUAL AND LEGAL RIGHTS.

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[33] *Id.* at 21.
[34] *Id.*
[35] *Id.* at 24.
[36] *Id.* at 156-162.

C. WITH DUE REVERENCE, THE HONORABLE COURT OF APPEALSSHOULD [*sic*] HAVE DELIBERATED ON THE FACT THAT THE NATIONAL LABOR RELATIONS COMMISSION FAILED TO GIVE FULL CREDENCE TO THE DOCUMENTS PERSONALLY SIGNED BY THE [RESPONDENT] BEFORE ASST. LABOR ATTACH[É] OFELIA M. CASTRO-HUDSON.

D. THE ASST. LABOR ATTACH[É] WAS IN THE PERFORMANCE OF HER REGULAR FUNCTIONS AND DUTIES WHEN THE [RESPONDENT] PERSONALLY APPEARED BEFORE HER AND WHEN SHE SIGNED THE VERIFICATION OF THE DOCUMENTS AND PLACED THE STAMP OF THE PHILIPPINE EMBASSY ON THE SAID DOCUMENTS.

E. WITH UTMOST HUMILITY, THE HONORABLE COURT OF APPEALSSHOULD [*sic*] HAVE FOUND GRAVE ABUSE OF DISCRETION WHEN THE HONORABLE NATIONAL LABOR RELATIONS COMMISSION FAILED TO CONSIDER THAT THERE IS NO EVIDENCE ON RECORD WHICH WOULD SHOW THAT ASST. LABOR ATTACH[É] OFELIA M. CASTRO–HUDSON WAS REMISED [*sic*] IN THE PERFORMANCE OF HER FUNCTIONS AS A REPRESENTATIVE OF THE PHILIPPINE GOVERNMENT WHEN THE DOCUMENTS WERE SUBSCRIBED AND SWORN TO BEFORE HER.

F. WITH UTMOST RESPECT, THE HONORABLE COURT OF APPEALSDISREGARDED [*sic*] THE ERROR COMMITTED BYTHE [*sic*] NATIONAL LABOR RELATIONS COMMISSION WHEN IT FAILED TO RECOGNIZE THE LEGAL IMPORTANCE OF THE OFFICIAL FUNCTION OF ASST. LABOR ATTACH[É] OFELIA M. CASTRO-HUDSON CONSIDERING THERE IS NO SCINTILLA OF EVIDENCE WHICH WOULD SHOW THAT ASST. LABOR ATTACH[É] OFELIA M. CASTRO-HUDSON COMMITTED ANY IRREGULARITY WHEN SHE VERIFIED THE DOCUMENTS SIGNED AND EXECUTED BY THE [RESPONDENT].

G. WITH UTTER MODESTY, THE HONORABLE COURT OF APPEALSOVERLOOKED [*sic*] THE ERROR COMMITTED BY THE NATIONAL LABOR RELATIONS COMMISSION WHEN IT FAILED TO APPRECIATE THE LEGAL SIGNIFICANCE OF THE MEDICAL CERTIFICATE PRESENTED BY THE [RESPONDENT].[37]

The Court's Ruling

The petition has no merit.

At the outset, it bears stressing that in a petition for review on *certiorari,* the Court's jurisdiction is limited to reviewing errors of law in the absence of any showing that the factual findings complained of are devoid of support in the records or are glaringly erroneous.[38] The Court is not a trier of facts, and this rule applies with greater force in labor cases.[39] Questions of fact are to be resolved by the labor tribunals.[40]

It is quite apparent that the present petition raises questions of fact inasmuch as this Court is being asked to reassess the findings of the LA, the NLRC, and the CA regarding the validity, regularity and due execution of the subject resignation letter,[41] Affidavit of Quitclaim and Desistance,[42] and the final settlement[43] allegedly executed by respondent before Assistant Labor Attaché Ofelia M. Castro-Hudson.

It has been consistently held that the factual findings of the NLRC, when confirmed by the CA, are usually conclusive on this Court.[44] The Court will not substitute its own judgment for that of the

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37 *Id.* at 34-35.
38 *Crewlink, Inc., et al. v. Teringtering, et al.*, 697 Phil. 302, 309 (2012).
39 *Id.*
40 *Guerrero v. Philippine Transmarine Carriers, Inc., et al.*, G.R. No. 222523, October 3, 2018.
41 *Rollo*, pp. 61-62.
42 *Id.* at 63.
43 *Id.* at 64.
44 *Symex Security Services, Inc., et al. v. Rivera, Jr., et al.,* G.R. No. 202613, November 8, 2017, 844 SCRA 416, 436, citing *Perea v. Elburg Shipmanagement Philippines, Inc.*, G.R. No. 206178, August 9, 2017, 836 SCRA 431 and *Madridejos v. NYK-FIL Ship Management, Inc.*, G.R. No. 204262, June 7, 2017, 826 SCRA 452.

tribunal in determining where the weight of evidence lies or what evidence is credible.[45]

Needless to say, the Court does not try facts or examine testimonial or documentary evidence on record.[46] At times, the relaxation of the application of procedural rules have been resorted to, but only under exceptional circumstances.[47] In this case, however, the Court finds no justification to warrant the application of any of the exceptions.

As found by the LA, respondent was made to copy and sign a resignation letter, which purportedly showed that she admitted having preterminated her contract of employment and that she no longer had any demandable claim as she was treated well.[48] The LA further found that respondent's execution of the resignation letter was made as a precondition to the release of her passport and plane ticket,[49] which were in the possession of petitioners.

Moreover, the NLRC judiciously observed:

> x x x Verily, the presumption of regularity of official acts, without a doubt, does not lie in the issue under consideration as the evidence on record point to the unmistakable conclusion that the circumstances surrounding the execution of [respondent's] resignation letter, affidavit of quitclaim, and final settlement are highly suspect. As borne out by the facts of the instant case, the receipt and quitclaim

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45 *Madridejos v. NYK-Fil Ship Management, Inc.*, 810 Phil. 704, 724 (2017).

46 *PNB v. Dalmacio*, 813 Phil. 127, 132 (2017), citing *Cabling v. Dangcalan*, 787 Phil. 187, 197 (2016).

47 In certain exceptional cases, the Court may be urged to probe and resolve factual issues, *viz.*: (a) When the findings are grounded entirely on speculation, surmises, or conjectures; (b) When the inference made is manifestly mistaken, absurd, or impossible; (c) When there is grave abuse of discretion; (d) When the judgment is based on a misapprehension of facts; (e) When the findings of facts are conflicting; (f) When in making its findings the CA went beyond the issues of the case, or its findings are contrary to the admissions of both the appellant and the appellee; (g) When the CA's findings are contrary to those by the trial court; (h) When the findings are conclusions without citation of specific evidence on which they are based; (i) When the facts set forth in the petition, as well as in the petitioner's main and reply briefs, are not disputed by the respondent; (j) When the findings of fact are premised on the supposed absence of evidence and contradicted by the evidence on record; or (k) When the CA manifestly overlooked certain relevant facts not disputed by the parties, which, if properly considered, would justify a different conclusion. See *De Vera, et al. v. Sps. Santiago, et al.*, 761 Phil. 90, 105 (2015).

48 *Rollo*, p. 116.

49 *Id.* at 121.

> are not notarized while the affidavit of quitclaim and desistance shows that the place of execution is the City of Manila on 7 February 2011 when the same was supposedly verified by the Assistant Labor Attaché within the Philippine Overseas Labor Office premises in Kuwait. Reason and logic would, thus, dictate that there was something patently irregular about the foregoing documents. To allow this supposed settlement – anchored on an inapplicable legal precept – to operate as a bar to [respondent's] legitimate right to institute judicial proceedings in order to advance her welfare would be the height of injustice. x x x [50]

The CA adopted the observation of the NLRC on the patent irregularity of the documents presented by petitioners purportedly showing respondent's voluntarily resignation. In addition, the CA held that respondent would not have pursued her suit if she indeed resigned voluntarily from her work abroad.[51]

Notably, the LA, the NLRC, and the CA all ruled against the validity, regularity, and due execution of the subject resignation letter, Affidavit of Quitclaim and Desistance, and the final settlement. The Court finds no reason to deviate from their findings. In any case, within the context of a termination dispute, the rule is that quitclaims, waivers or releases are looked upon with disfavor and are commonly frowned upon as contrary to public policy and ineffective to bar claims for the measure of a worker's legal rights.[52] The reason for this rule is that the employer and the employee do not stand on the same footing, such that quitclaims usually take the form of contracts of adherence, not of choice.[53]

At this juncture, it bears to emphasize that findings of fact of administrative agencies and quasi-judicial bodies, which have acquired expertise because their jurisdiction is confined to specific matters, are generally accorded not only great respect but even finality.[54] Unless there is a showing of grave abuse of discretion or where it is clearly shown that the factual findings were reached arbitrarily or in utter

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50 CA *rollo*, p. 32.

51 *Rollo*, p. 21.

52 *Phil. Employ Services and Resources, Inc. v. Paramio*, 471 Phil. 753, 780 (2004), citing *PEFTOK Integrated Services, Inc. v. NLRC*, 355 Phil. 247, 253 (1998).

53 *Wyeth-Suaco Laboratories, Inc. v. NLRC*, 292 Phil. 360, 366 (1993), citing *Cariño, et al. v. Agricultural Credit and Cooperative Financing Adm., et al.*, 124 Phil. 782, 790 (1966).

54 *Crewlink, Inc., et al. v. Teringtering, et al., supra* note 38 at 309.

disregard of the evidence on record, they are binding upon the Court.[55] In this case, the Court finds no such showing of arbitrariness or grave abuse of discretion on the part of the LA and the NLRC.

On the contrary, the finding that respondent was constructively dismissed is amply supported by the evidence on record.

In cases of constructive dismissal, the impossibility, unreasonableness, or unlikelihood of continued employment leaves an employee with no other viable recourse but to terminate his or her employment.[56] "An employee is considered to be constructively dismissed from service if an act of clear discrimination, insensibility or disdain by an employer has become so unbea[r]able to the employee as to leave him or her with no option but to forego his or her continued employment."[57] From this definition, it can be inferred that various situations, whereby the employer intentionally places the employee in a situation which will result in the latter's being coerced into severing his ties with the former, can result in constructive dismissal.[58]

In *SHS Perforated Materials, Inc., et al. v. Diaz*,[59] the employee was forced to resign and submit his resignation letter because his salary was unlawfully withheld by the employer. This Court ruled that the unlawful withholding of salary amounts to constructive dismissal.[60]

In *Tuason v. Bank of Commerce, et al.*,[61] the employer asked the employee to resign to save her from embarrassment, and when the latter did not comply, the employer hired another person to replace the employee. This Court ruled that this was a clear case of constructive dismissal.[62]

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55 *Id.*

56 *Torreda v. Investment and Capital Corporation of the Philippines*, G.R. No. 229881, September 5, 2018, citing *St. Paul College, Pasig v. Mancol*, G.R. No. 222317, January 24, 2018, 853 SCRA 66, 84.

57 *Agcolicol v. Casiño*, 787 Phil. 516, 527 (2016). See also *Mandapat v. Add Force Personnel Services, Inc., et al.*, 638 Phil. 150, 156 (2010).

58 *Agcolicol v. Casiño, supra.*

59 647 Phil. 580 (2010).

60 *Id.* at 600.

61 699 Phil. 171 (2012).

62 *Id.* at 183.

In *Torreda v. Investment and Capital Corporation of the Philippines*[63] (*Torreda*), this Court said that it cannot allow the employer to resort to an improper method of forcing the employee to sign a prepared resignation letter. It held that the employee's resignation letter must be struck down for being involuntary.[64] It also declared that when the employer has no legitimate basis to terminate its employee, the latter cannot be forced to resign from work because it would be a dismissal in disguise,[65] *i.e.*, a constructive dismissal. "Under the law, there are no shortcuts in terminating the security of tenure of an employee."[66]

In a similar vein, the circumstances of the present case strongly indicate that respondent was constructively dismissed. First, Saad Mutlaq, respondent's foreign employer, never secured a working visa for her, in violation of the categorical requirement for an employer's accreditation with the Philippine Overseas Employment Agency.[67] Second, respondent was not properly paid in accordance with the terms of her employment contract.[68] During her three-month stay, she was only paid US$227.75 instead of the stipulated pay of US$400 per month.[69] Third, respondent was not assigned to a permanent employer abroad for the entire contractual period of two years.[70] Upon her arrival in Kuwait, she was consistently promised job placements which were found to be inexistent.[71] As noted by the NLRC, it was clear that Saad Mutlaq intended to use respondent as an entertainer of some sort in places of ill repute; and she would have fallen victim to human trafficking "[w]ere it not for some favorable providence."[72] Finally, similar to the case of *Torreda,*[73] herein respondent was made to copy and sign a prepared resignation letter and this was made as a condition for the release of her passport and plane ticket. In light of these, the Court finds that, indeed, it was logical for respondent to consider herself constructively dismissed. The impossibility, unreasonableness, or unlikelihood of

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63 G.R. No. 229881, September 5, 2018.
64 *Id.*
65 *Id.*
66 *Id.*
67 CA *rollo*, p. 30.
68 *Id.*
69 CA *rollo*, pp. 30-31.
70 *Rollo*, p. 122.
71 CA *rollo*, p. 31.
72 *Id.*
73 See *Torreda v. Investment and Capital Corporation of the Philippines*, *supra* note 63.

continued employment has left respondent with no other viable recourse but to terminate her employment.[74]

Petitioners also argue that the CA overlooked the error committed by the NLRC when it failed to appreciate the legal significance of the medical certificate presented by respondent showing that she suffered an incomplete abortion on April 9, 2011. Petitioners allege that respondent was probably pregnant while she was in Kuwait and this is the reason that she requested for her repatriation.

The argument deserves scant consideration in view of petitioners' failure to faithfully comply with the terms of respondent's contract of employment. Notably, none among the LA, the NLRC and the CA delved into this issue. Besides, the Court need not rule on each and every issue raised, particularly if the issue will not vary the tenor of the Court's ultimate ruling.[75]

As the Court declared in *Olarte v. Nayona*:[76]

> Our overseas workers belong to a disadvantaged class. Most of them come from the poorest sector of our society. Their profile shows they live in suffocating slums, trapped in an environment of crimes. Hardly literate and in ill health, their only hope lies in jobs they find with difficulty in our country. Their unfortunate circumstance makes them easy prey to avaricious employers. They will climb mountains, cross the seas, endure slave treatment in foreign lands just to survive. Out of despondence, they will work under sub-human conditions and accept salaries below the minimum. The least we can do is to protect them with our laws.[77]

On that note, the Court reminds petitioners to observe common decency and good faith in their dealings with their unsuspecting employees, particularly in undertakings that ultimately lead to waiver of workers' rights.[78] The Court will not renege on its duty to protect the weak against the strong, and the gullible against the wicked, be it for

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[74] *Id.*

[75] *Macababbad, Jr., et al. v. Masirag, et al.*, 596 Phil. 76, 98 (2009).

[76] 461 Phil. 429 (2003).

[77] *Id.* at 431 citing *Chavez v. Hon. Bonto-Perez*, 312 Phil. 88, 99 (1995).

[78] *Hotel Enterprises of the Phils., Inc. (HEPI) v. SAMASH-NUWHRAIN*, 606 Phil. 490, 512 (2009).

labor or for capital.[79] The Court scorns petitioners' reprehensible conduct. As employers, petitioners are bound to observe candor and fairness in their relations with their hapless employees.

WHEREFORE, the Petition is **DENIED**. The assailed Decision dated June 27, 2014 and the Resolution dated December 23, 2014 issued by the Court of Appeals in CA-G.R. SP No. 128433 are **AFFIRMED** with **MODIFICATION** in that all of the monetary awards granted by the Labor Arbiter in favor of respondent Hazel A. Viernes shall earn legal interest at the rate of 6% *per annum* from the date that this Decision becomes final and executory until full satisfaction.

SO ORDERED.

HENRI JEAN PAUL B. INTING
Associate Justice

WE CONCUR:

ESTELA M. PERLAS-BERNABE
Senior Associate Justice
Chairperson

(On official leave)
ANDRES B. REYES, JR.
Associate Justice

(On official leave)
RAMON PAUL L. HERNANDO
Associate Justice

EDGARDO L. DELOS SANTOS
Associate Justice

[79] *Id.*

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.

ESTELA M. PERLAS-BERNABE
Senior Associate Justice
Chairperson, Second Division

CERTIFICATION

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

DIOSDADO M. PERALTA
Chief Justice