

PHILSTAR INTERNATIONAL SERVICES CORP. / ACE BUILDERS LLC / ALEX S. BATAAC, PETITIONERS, VS. NATIONAL LABOR RELATIONS COMMISSION (SIXTH DIVISION), JOVEN DOMINGUEZ, DENNIS BAUTISTA...

Ponente: CRUZ, R.A., J.

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CRUZ, R.A., J.:

THE CASE

This is a special civil action for Certiorari filed under Rule 65 of the Rules of Court which seeks to reverse and set aside the Decision dated December 27, 2013[1] of the National Labor Relations Commission, Sixth Division (NLRC) and its Resolution dated April 22, 2014, 2014.[2]

In the December 27, 2013 Decision, the NLRC granted the appeal of the complainants, Our respondents. The NLRC reversed and set aside the Decision of the labor arbiter and rendered another judgment holding that Our respondents were illegally dismissed by Philstar International Services Corp. / Ace Builders LLC / Alex S. Bataac, Our petitioners. In the April 22, 2014 Resolution, the NLRC denied the respective Motions for Reconsideration filed by both parties.

THE ANTECEDENTS

Philstar International Services Corp. (Philstar) is a local recruitment agency, with Alex S. Bataac as its President. Ace Builders (Ace Builders) LLC, the foreign principal of Philstar, is engaged in the business of general construction in Guam, United States of America.

Joven Dominguez, Dennis Bautista, Jose Denis Donayre, Juan Santos, Luciano Cantos, Ernesto Dizon, Alfredo Manalac, Fernando Ramos, Josephine Maglunob, Noel Miranda, Ricky Medina and Ronnie Morales (Dominguez et al.) were hired by Philstar as cement masons and carpenters to be deployed in Guam, USA. On February 16, 2012, Dominguez et al. were issued US work visas (Visa H2B) valid until February 16, 2013. Accordingly, they were sent to the US, on various dates, to commence work with Ace Builders. However, in April 2013, they allegedly were informed by their employer that their services were no longer needed. They were all repatriated within the same month.

Upon their return to the Philippines, specifically on April 30, 2013, Dominguez et al. filed an illegal dismissal case against Philstar, Alex S. Bataac and Ace Builders. They sought wages for the unexpired portion of their contracts, salary differential, reimbursement of illegal deductions, damages and attorney's fees.

The complainants alleged that they were illegally dismissed from work. They claimed that their employment visas which expired on February 16, 2013 were renewed by the United States Citizenship and Immigration Services (US Citizenship and Immigration Services) for another year or up to February 16, 2014. They were likewise issued Temporary H2B Identification Cards by the Guam Department of Labor on March 1, 2013, which were valid until May 1, 2013. The complainants added that they were required to execute another contract of employment, similar to the their previous contracts, which specified the period of employment, i.e, until the

completion of the project or the expiration of their work visa. They were supposedly not given copies of their renewed contracts, but they continued to work for the same employer and even received salary increases pursuant to their renewed contracts.

Complainants Dominguez et al. contended before the labor arbiter that they were repatriated without justifiable cause and due notice, which amounted to illegal dismissal. The complainants asserted that they were entitled to wages for the unexpired portion of their contract. The complainants also advanced claims of (a) illegal deductions from their salaries for food and accommodation during their employment, and (b) underpayment because they only worked for twenty-four (24) to thirty-two (32) hours a week, instead of the forty (40) hours stipulated in their employment contracts. Thus, they demanded a refund of the illegal deductions and payment of salary differential.

They averred that bad faith attended their dismissal. The complainants maintain that, as a result, the respondent employers should pay moral and exemplary damages as well as attorney's fees. Finally, they submit that the respondents should be jointly and severally liable for the money claims.

The respondents employers, on the other hand, denied the charge of illegal dismissal. It was the position of the employers that under the employment contracts, Dominguez et al. would be sent home after the completion of the project or the expiration of their visa, whichever occurs first. The employers insist that the complainants were repatriated pursuant to a valid provision in the employment contract. Their visas were valid until February 16, 2013 only, and so they were sent home after the expiration of the said visas. This, according to the employers, was not illegal dismissal. Therefore, the complainants were not entitled to wages for the unexpired portion of their contracts, as such unexpired portion did not exist. The employers also denied the accusation that they made illegal deductions from the salaries of the complainants for food and accommodation. They explained that these deductions were agreed upon by the parties and were reduced into writing in the employment contracts. As regards the claim for salary differential, the employers argued that the complainants were not entitled to such claim because they were paid the hourly rate of US\$13.56 in accordance with their employment contracts. The employers also emphasized that contrary to the claim of the complainants, the contracts did not mention the phrase "guaranteed work of forty (40) hours per week."

The employers insist that they sent home the complainants in good faith and that they did not violate the provisions of the employment contracts. They also highlighted the fact they have no history of any violation of labor laws. Arguing that the case filed by the complainants is without merit, the employers countered that the complainants were not entitled to damages and attorney's fees.

On August 30, 2013, the labor arbiter rendered a Decision,^[3] dismissing the Complaint filed by Dominguez et al. for lack of merit.

In ruling that there was no illegal dismissal in this case, the labor arbiter ratiocinated in this wise:

Having said thus, there being no evidence that new visas valid up to 16 February 2014 were issued in favor of the Complainants, this Office is constrained to find that the Complainants were validly repatriated sometime in April 2013 because their visas have already expired and the Respondents could not be faulted for the same considering that they could be punished for violating the immigration laws of the United States of America.

Consequently, since the Complainants' repatriation was valid and not illegal, they are not entitled to their claim for the payment of their salaries for the alleged unexpired portion of their contracts. Likewise, they are also not entitled to the payment of damages and attorney's fees.

Anent the Complainants' claim for illegal deduction for the US\$500.00 deducted from their monthly salaries for food and lodging, this Office finds the same to be without basis because the same was in consonance with provision no. 13 of their contracts.

This Office also finds no legal basis for the Complainants' claim for wage differentials because after perusing the pieces of evidence on record, it is clear that the Complainants were paid the salaries agreed upon in their respective contracts (Annexes "A series" and "B series" of the Complainants' Position Paper; Annexes "1 to 12" of the Respondents' Position Paper).[4]

The complainants filed an appeal, which was granted by the Sixth Division of the NLRC in the assailed December 27, 2013 Decision.[5] The NLRC reversed and set aside the ruling of the labor arbiter, and entered another judgment finding that the complainants were illegally dismissed. It ordered the respondent employers to jointly and severally pay the complainants wage differentials, salaries for the unexpired portion of their contracts and attorney's fees.[6]

The NLRC found that the reason of Ace Builders in sending the complainants home because their visas expired on February 16, 2013 has no leg to stand on.[7] It held that,

While the Labor Arbiter correctly noted that the notices of approval are not visas nor may be used in place of a visa, we do not find any support to his conclusion that no new visas valid up to February 16, 2014 were issued. Likewise, the Labor Arbiter missed to appreciate the self-explanatory content of the said notices xxx.

xxx xxx xxx

Quite clearly, the USCIS, through the said notices, though not actually visas, allowed the complainants' stay in Guam and to continue working with Ace Builders after their [visas] expired on February 16, 2013. In fact, the complainants continued working with Ace Builders even after the expiration of their visas. They were also issued Temporary H2B ID cards by the Guam Department of Labor-Alien Labor Processing and Certification Division.

xxx xxx xxx

xxx Clearly, with the notices of approval coupled by the issuance of Temporary H2B ID cards by the Guam Department of Labor-Alien Labor Processing and Certification Division to the complainants, there was no more issue as to the legitimacy of their stay and work with Ace Builders. Having been repatriated without any cause and in breach of their renewed contracts, the complainants are considered illegally dismissed by the respondents.

xxx As illegally dismissed OFWs, they are entitled to their salaries for the unexpired portion of their contract xxx.[8]

In addition, the NLRC sustained the complainants' claim for salary differential, but not their claim of illegal deductions.[9] After perusing the employment contracts, the NLRC concluded that the complainants' minimum weekly work hours should have been forty (40) hours. Thus, the NLRC ordered the respondent employers to pay salary differential for the periods when the complainants received salaries for less than forty (40) hours in a week.[10] On the other hand, the NLRC could not sustain the claim of illegal deductions as the complainants were only charged with food and lodging of not more than US\$500.00 every month pursuant to paragraph 13 of their employment contracts.[11]

Finally, because it was not proven that the respondent employers acted in bad faith or with malice in effecting the repatriation of the complainants, the NLRC found no basis to award damages. However, the NLRC awarded the complainants attorney's fees as a result of being forced to litigate.[12]

The complainants and the respondents separately moved for a reconsideration of the NLRC Decision. Through its Resolution[13] dated April 22, 2014, the NLRC denied both Motions for Reconsideration.

THE ASSIGNED ERRORS

Aggrieved by the Decision and Resolution of the NLRC, the respondent employers below, as Our petitioners, filed this Petition for Certiorari under Rule 65 of the Rules of Court.[14] The petitioners assign the following errors to the NLRC:

ITHE HONORABLE PUBLIC RESPONDENT NLRC-SIXTH (6th) DIVISION WITH ALL DUE RESPECT COMMITTED AN ERROR WHEN IT DECLARED PETITIONER[S] LIABLE FOR ILLEGAL DISMISSAL DESPITE THE EVIDENCE ON RECORD SHOWING THAT PETITIONER DID NOT COMMIT ANY OVERT ACT OR POSITIVE ACT CONSTITUTIVE OF ILLEGAL DISMISSAL;

IITHE HONORABLE PUBLIC RESPONDENT NLRC-SIXTH (6th) DIVISION WITH ALL DUE RESPECT COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR EXCESS OF JURISDICTION WHEN IT GRANTED THE APPEAL OF PRIVATE RESPONDENTS;

IIITHE HONORABLE PUBLIC RESPONDENT NLRC-SIXTH (6th) DIVISION WITH ALL DUE RESPECT COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR EXCESS OF JURISDICTION WHEN IT DECLARED PETITIONER LIABLE [FOR] ILLEGAL DISMISSAL DESPITE THE EVIDENCE ON RECORD SHOWING THAT PRIVATE RESPONDENTS FAILED TO ESTABLISH THE FACT OF THEIR DISMISSAL;

IVTHE HONORABLE PUBLIC RESPONDENT NLRC-SIXTH (6th) DIVISION WITH ALL DUE RESPECT COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR EXCESS OF JURISDICTION WHEN IT DECLARED THAT THERE WAS [AN] EXTENSION CONTRACT[,] IF NOT CORRECTED, [THIS] WOULD CAUSE DAMAGE AND INJURIES TO HEREIN PETITIONER;

VTHE HONORABLE PUBLIC RESPONDENT NLRC-SIXTH (6th) DIVISION WITH ALL DUE RESPECT COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR EXCESS OF JURISDICTION WHEN IT ORDERED [PETITIONERS] TO PAY THE UNEXPIRED PORTION OF THE CONTRACT DESPITE THE FACT THAT THERE IS NO SHOWING THAT THERE WAS [AN] EXTENSION CONTRACT;

VITHE HONORABLE PUBLIC RESPONDENT NLRC-SIXTH (6th) DIVISION WITH ALL DUE RESPECT COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR EXCESS OF JURISDICTION WHEN IT DECLARED PETITIONER ALEX BATAAC LIABLE FOR THE CLAIMS OF PRIVATE RESPONDENTS;

VIIITHE HONORABLE PUBLIC RESPONDENT NLRC-SIXTH (6th) DIVISION WITH ALL DUE RESPECT COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR EXCESS OF JURISDICTION WHEN IT ORDERED [PETITIONERS] TO PAY SALARY DIFFERENTIAL [TO] PRIVATE RESPONDENTS;

VIIIFUTURE EFFECT OF THE DECISION OF THE HONORABLE PUBLIC RESPONDENT NLRC-SIXTH (6th) DIVISION WOULD OPEN THE GATES TO EMPLOYEES [WHO COULD] JUST FILE UNMERITORIOUS CASES AND WILL ENCOURAGE EMPLOYEES NOT TO PASS THE PERFORMANCE EVALUATION AND THEN FILE UNMERITORIOUS CASES.[15]

The resolution of these issues redounds to the question of whether or not the complainants below, Our private respondents, were validly repatriated. If they were, then the petitioners are not guilty of illegal dismissal. Otherwise, the petitioners should be held liable for illegal dismissal as a result of repatriating the private respondents without just cause, in violation of the law and the contract between the parties.

The petitioners argue that there is no illegal dismissal in this case, actual or constructive. They emphasize that even the evidence presented by the private respondents show that the latter's visas were already expired as of February 16, 2013, and pursuant to the employment contract signed by the parties, the private respondents were

required to exit Guam, USA upon the expiration of said visas.[16]

The private respondents maintain an opposite stand. They admit that their initial work visas expired on February 16, 2013. However, they claim that Petitioner Ace Builders applied for the renewal of the visas, which were purportedly approved by the US Citizenship and Immigration Services through a document denominated as "I-797A, Notice of Action." The private respondents add that they were asked to execute renewed contracts of employment with increase in pay per hour. Although the private respondents could not present copies of the alleged renewed contracts, they insist that the fact of renewal was evident in the payslips they adduced in evidence.[17]

OUR RULING

The Petition is impressed with merit.

As a general rule, factual issues are not proper subjects for certiorari which is limited to the issue of jurisdiction and grave abuse of discretion.[18] It does not include an inquiry into the correctness of the evaluation of evidence which was the basis of the labor agency in reaching its conclusion. Neither is it Us nor the Supreme Court to re-examine conflicting evidence, re-evaluate the credibility of witnesses or substitute the findings of fact of an administrative body which has gained expertise in its specialized field.[19]

The same principle is echoed in another well-settled rule that factual findings of quasi-judicial agencies such as the NLRC are generally accorded not only respect but, at times, even finality. However, the rule is not absolute and admits of certain well-recognized exceptions, such as when the findings of fact of the NLRC are directly at variance with those of the labor arbiter.[20] When the factual findings of the labor arbiter and the NLRC are diametrically opposed and this disparity of findings is called into question, as in this case, We are called upon to re-examine the factual findings to ascertain which opinion should be sustained.[21]

After reviewing the records, We rule that it was error for the NLRC to have concluded that the private respondents were illegally dismissed. The labor arbiter's pronouncement that there was a valid repatriation and no illegal dismissal is more in accord with the evidence presented. From the evidence submitted by the parties, two documents are crucial in deciding the outcome of this case. In fact, the opposing decisions of the NLRC and the labor arbiter were anchored on these documents: (1) the Contract of Employment[22] entered into by the parties, and (2) the "I-797A, Notice of Action"[23] issued by the US Citizenship and Immigration Services allegedly renewing the expired visas of the private respondents.

The Contract of Employment between Ace Builders and each of the private respondents, in part, reads:

This contract of employment is made and entered into by and between xxx.

- xxx xxx xxx

- The Employee is admitted into Guam, USA, as a non-immigrant alien contract worker under the regulations of the US Citizenship and Immigration Services (USCIS) and shall be issued a fixed duration visa, requiring the exit of the Employee from Guam, USA at the completion of contract or expiration of visa, whichever occurs first.

- At all times during the period of contract, the Employee shall be subjected to and conform to the laws of the United States and Guam, USA and the regulations of the USCIS and shall depart Guam on the first available transportation at the completion of the employment, termination of employment contract or the expiration of entry VISA whichever occurs first.

- xxx xxx xxx

- xxx xxx xxx

- The period of service shall be for the duration of the construction project or the validity of the working visa issued by the USCIS, whichever occurs first; subject, however, to the extension of this period of the labor certification and contract which will be governed by applicable laws of USCIS and the Government of Guam. The Employee agrees xxx.[24] (Emphasis supplied)

From the stipulations in the contract quoted above, it is clear that the duration of the employment of each of the private respondents was until the completion of the construction project or the expiration of the work visa issued by the USCIS, whichever comes first. Upon the happening of either event, the employment is deemed terminated; thus, the employee must leave Guam, USA, unless the period of employment is extended and the work visa renewed.

The petitioners argue that there was neither an extension of the the period of employment nor a renewal of the work visas of the private respondents. Therefore, the respondents were validly repatriated after their visas expired on February 16, 2013. The labor arbiter sustained this argument of the petitioners. He concluded that there was no evidence that new visas valid up to February 16, 2014 were issued in favor of the private respondents. For the labor arbiter, the "I-797A, Notice[s] of Action" from the US Citizenship and Immigration Services, which were submitted by the private respondents to prove that their visas were extended up to February 16, 2014, were inadequate because the notices categorically stated therein that "THIS FORM IS NOT A VISA NOR MAY IT BE USED IN PLACE OF A VISA." [25]

The NLRC agreed with the labor arbiter that the notices were not visas nor may be used in place of visas. However, according to the NLRC, the labor arbiter failed to consider the self-explanatory content of the notices. In other words, the labor arbiter should not have just focused on the one-sentence disclaimer; he should have also considered the rest of the content of the notices. Based on its own examination of the notices, the NLRC declared that quite clearly, the US Citizenship and Immigration Services, through the said notices, though not actually visas, allowed the private respondents to stay in Guam and to continue working with Ace Builders after their visas expired on February 16, 2013. [26]

We are not persuaded by the position of the NLRC. For clarity, we quote pertinent portions of the document captioned "I-797A, Notice of Action" issued by the US Citizenship and Immigration Services:

Case Type: I129 PETITION FOR A NONIMMIGRANT WORKER

Petitioner: ACE BUILDERS LLC

Beneficiary: DOMINGUEZ, JOVEN M. [27]

Notice Type: APPROVAL NOTICE

Class: H2B

Valid from 02/17/2013 to 02/16/2014

The above petition and extension of stay have been approved. The status of the named foreign worker(s) in this classification is valid as indicated above. The foreign worker(s) can work for the petitioner, but only as detailed in the petition and for the period authorized xxx.

xxx xxx xxx

The approval of this visa petition does not in itself grant any immigration status and does not guarantee that the alien beneficiary will subsequently be found to be eligible for a visa, for admission to the United States, or for

an extension, change, or adjustment of status.

THIS FORM IS NOT A VISA NOR MAY IT BE USED IN PLACE OF A VISA.

xxx xxx xxx[28] (Emphasis supplied)

While the NLRC agreed with the labor arbiter that the notices were not visas, it still used the first paragraph of the notices, brushing aside the one-sentence disclaimer that the labor arbiter cited, to support its conclusion that there was no more issue as to the legitimacy of the private respondents' continued stay in Guam or their continued work for Ace Builders. We disagree. Indeed, the first paragraph of the approval notices show that the petition and extension of stay have been approved. Be that as it may, We cannot turn a blind eye to the succeeding paragraphs which state that "the approval of this visa petition does not in itself grant any immigration status and does not guarantee that the alien beneficiary will subsequently be found to be eligible for a visa, for admission to the United States, or for an extension, change, or adjustment of status" or that "this form is not a visa nor may it be used in place of a visa."

There is no confusion as to the inescapable conclusion—the visa petition and extension of stay may have been approved, but the notice of approval embodied in the "I-797A, Notice of Action" is not equivalent to a visa. Contrary to the stand of the NLRC, this goes into the very core of the legitimacy of the private respondents' continued stay in Guam or their continued work for Ace Builders. Without a valid work visa, the private respondents cannot continue working for Ace Builders or continue staying in the USA. As correctly held by the labor arbiter, the petitioners could not be faulted for repatriating the private respondents because if they did not, they could be punished for violating the immigration laws of the USA.

We find the repatriation of the private respondents valid, as it was done in consonance with the tenor of the employment contract in that the duration of the employment of the private respondents was until the expiration of the work visas issued by the US Citizenship and Immigration Services. Obviously, after February 13, 2013, the expiration date of the private respondents' work visas, their employments with Ace Builders were deemed terminated. They were validly repatriated in April 2013, absent any showing that the period of employment was extended and the work visa renewed. The petitioners did not illegally dismiss the private respondents.

In illegal dismissal cases, fair evidentiary rule dictates that before employers are burdened to prove that they did not commit illegal dismissal, it is incumbent upon the employee to first establish the fact of his or her dismissal with substantial evidence.[29] Private Respondents, Dominguez et al., failed to establish the fact of their dismissal with substantial evidence. Dominguez et al. bewailed that their repatriation was equivalent to illegal dismissal because they had subsisting employment contracts with Ace Builders which allowed them to stay in Guam and work for the company until 2014. The allegation that their contracts were renewed remains at best a mere allegation bereft of concrete proof. The private respondents presented their initial contracts which expired in 2013, but failed to provide copies of the alleged renewal which purportedly extended the period of their employment to 2014. Their explanation that they were not furnished copies of the renewed contracts is, to say the least, insufficient.

And so, We reiterate that there was no illegal dismissal, only a valid repatriation. The repatriation of the private respondents was simply a consequence of the end of their employment with Ace Builders, which arose from the expiration of their work visas.

From Our findings necessarily proceeds the ruling that the private respondents' claim for wages for the unexpired portion of their contracts, damages and attorney's fees has no factual or legal basis.

There is likewise no merit in private respondents' demand for salary differential and reimbursement of illegal

deductions. Dominguez et al. claim that they were underpaid because they only worked between twenty-four (24) to thirty-two (32) hours a week, instead of the forty (40) hours stipulated in their employment contract.

The Contract of Employment states:

This contract of employment is made and entered into by and between xxx.

xxx xxx xxx

- In agreement that the Employee is engaged to perform services xxx the Employee and the Employer herewith agree to a prevailing wage rate at the time of hire of US\$_____ [30] per hour of work, based on a forty-hour work week.

- The Employee agrees to work such hours and such shifts as may be required by the Employer. Any work performed in excess of forty (40) hours in one week shall be paid at the rate of one-and-a-half (1 ½) times the basic hourly wage rate for each hour xxx.[31]

The contract clearly indicated that the employee's work hours shall be determined by the requirements of the employer. The contract did not peg the minimum number of hours to forty (40). The figure was introduced only as a benchmark for what shall be considered overtime work. An overtime rate of one-and-a-half (1 ½) times the basic hourly wage rate shall be paid to an employee who renders work beyond the maximum number of forty (40) hours per week.

The private respondents misinterpreted paragraph 8 of their employment contracts. Nowhere in the paragraph or the entire contract, including its addendum, does it specify that the employees are guaranteed forty (40) hours of work in a week or that they shall be paid a salary equivalent to forty (40) hours of work in a week. The text of the contract explicitly states that the private respondents shall be paid a fixed rate per hour of actual service. If they work beyond forty (40) hours in a week, then the work done in excess of the forty (40) hours shall be compensated at a rate of one-and-a-half (1 ½) times the basic hourly rate set in the contract. This is the unmistakable import of paragraph 8, in relation to paragraph 7, of the Contract of Employment.

The records show that some of the private respondents, at certain times during their employment with the petitioners, did work for more than forty (40) hours in a given week. The payslips[32] that the private respondents themselves presented show that for the first forty (40) hours of work they actually rendered, they were paid the basic hourly rate. Then, for the hours of work actually rendered in excess of the first forty (40) hours, they were paid the corresponding overtime rate. Such manner of compensation was fair and just pursuant to the provisions of the employment contract. In the same way, those who rendered less than forty (40) hours of work in a week were fairly and justly paid the basic wage rate per hour of actual service.

Lastly, the private respondents are not entitled to a refund of the deductions made from their salaries for food and accommodation during their employment. These deductions cannot be considered illegal. The private respondents agreed to such deductions when they signed their employment contracts which, in part, reads:

This contract of employment is made and entered into by and between xxx.

xxx xxx xxx

- The Employer will offer food and lodging at the Employer's temporary workforce housing facility to the Employee at a charge of US\$500.00/month or fair market price at the discretion of the Employer and as allowed by the Guam and US Department of Labor. This established current rate shall be deducted from the Employee's earnings by the Employer.[33]

It goes without saying that the Contract of Employment, duly signed by Ace Builders as employer and the private

respondents as employees, processed and approved by the Philippine Overseas Employment Administration (POEA), is binding on both parties.

Finally, We do not see the need of resolving Petitioners' plea for the issuance of a Preliminary Injunction because the aforesaid discussion would tend as in fact renders the resolution of this ancillary remedy subsumed therein.

WHEREFORE, premises considered, the Petition for Certiorari is GRANTED. The Decision and the Resolution of the National Labor Relations Commission, Sixth Division dated December 27, 2013 and April 22, 2014, respectively, are VACATED. The Decision of the labor arbiter dated August 30, 2013 is REINSTATED.

SO ORDERED.

Abdulwahid, (Chairperson), and Barza, JJ., concur.

[1] Rollo, 38-53.

[2] Ibid. at 54-61.

[3] Rollo, 374-380.

[4] Ibid. at 379-380.

[5] Supra note 1.

[6] Supra note 1 at 52.

[7] Supra note 1 at 45.

[8] Supra note 1 at 45-46.

[9] Supra note 1 at 48, 49.

[10] Supra note 1 at 49.

[11] Supra note 1 at 49-50.

[12] Supra note 1 at 50.

[13] Supra note 2.

[14] Rollo, 3-34.

[15] Ibid. at 15-17.

[16] Petition, Rollo, 17-18.

[17] Respondents' Memorandum, Rollo, 609.

[18] G & S Transport Corp. vs Infante et al., G. R. NO. 160303, September 13, 2007, citing Muaje-Tuazon vs Wenphil Corp., G.R. No. 162447, December 27, 2006, 508 SCRA 87, 99.

[19] Id., citing Cabuyoc vs Inter-Orient Navigation Shipmanagement Inc., G.R. No. 166649, November 24, 2006. 489 SCRA 468, 481.

[20] Villar vs NLRC, G.R. No. 130935, May 11, 2000, 331 SCRA 686.

[21] Mayon Hotel & Restaurant et al. vs Adana et al., G.R. No. 157634, May 16, 2005; See also Jo vs NLRC,

G.R. No. 121605, February 2, 2000, 324 SCRA 437; PAL, Inc. vs NLRC, G.R. No. 126805, March 16, 2000, 328 SCRA 273.

[22] Annexes "A series" and "B series" of the Complainants' Position Paper filed with the Labor Arbiter; Annexes "1" to "12" of the Respondents' Position Paper, Rollo, 83-128, 299-346.

[23] Annexes "R" to "CC" of the Complainants' Position Paper, Rollo, 215-242.

[24] Supra note 22.

[25] Supra note 4 at 379.

[26] Supra note 1 at 45-46.

[27] The private respondents were individually issued an I-797A, Notice of Action.

[28] Supra note 23.

[29] Basay et al. vs Hacienda Consolacion et al., G.R. No. 175532, April 19, 2010.

[30] For the position of carpenter, the rate is US\$13.56; for the position of cement mason, US\$12.87.

[31] Supra note 22.

[32] Annexes "G" to "Q-4" of the Complainants' Position Paper filed with the Labor Arbiter, Rollo, 174-214.

[33] Supra note 22.

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