

C.F. SHARP CREW MANAGEMENT, INC., PETITIONER, VS HON. UNDERSECRETARY JOSE M. ESPANOL, JR., HON. SECRETARY LEONARDO A. QUISUMBING AND RIZAL INTERNATIONAL SHIPPING SERVICES, RESPO...

G.R. No. 155903. September 14, 2007

Ponente: NACHURA, J.

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NACHURA, J.:

The petitioner C.F. Sharp Crew Management, Inc. (C.F. Sharp) appeals by certiorari the April 30, 2002 Decision[1] of the Court of Appeals (CA) in CA-G.R. SP No. 53747 and the November 5, 2002 Resolution[2] denying its reconsideration.

In 1991, Louis Cruise Lines (LCL), a foreign corporation duly organized and existing under the laws of Cyprus, entered into a Crewing Agreement[3] with Papadopolous Shipping, Ltd. (PAPASHIP). PAPASHIP in turn appointed private respondent Rizal International Shipping Services (Rizal) as manning agency in the Philippines, recruiting Filipino seamen for LCL's vessel.

On October 3, 1996, LCL terminated the Crewing Agreement with PAPASHIP to take effect on December 31, 1996. It then appointed C.F. Sharp as crewing agent in the Philippines. C.F. Sharp requested for accreditation as the new manning agency of LCL with the Philippine Overseas Employment Administration (POEA), but Rizal objected on the ground that its accreditation still existed and would only expire on December 31, 1996.

Pending approval of the accreditation, Theodoros Savva and Adrias Tjiakouris of LCL arrived in the Philippines and conducted a series of interviews for seafarers at C.F. Sharp's office. Rizal reported LCL's recruitment activities to the POEA on December 9, 1996, and requested an ocular inspection of C.F. Sharp's premises.

On December 17, 1996, POEA representatives conducted an inspection and found Savva and Tjiakouris at C.F. Sharp interviewing and recruiting hotel staffs, cooks, and chefs for M/V Cyprus, with scheduled deployment in January 1997.[4] The Inspection Report[5] signed by Corazon Aquino of the POEA and countersigned by Mr. Reynaldo Banawis of C.F. Sharp was thereafter submitted to the POEA.

On January 2, 1997, Rizal filed a complaint[6] for illegal recruitment, cancellation or revocation of license, and blacklisting against LCL and C.F. Sharp with the POEA, docketed as POEA Case No. RV-97-01-004. Then, on January 31, 1997, Rizal filed a Supplemental Complaint[7] adding violation of Section 29 of the Labor Code of the Philippines, for designating and/or appointing agents, representatives and employees, without prior approval from the POEA.

For its part, C.F. Sharp admitted that Savva and Tjiakouris conducted interviews at C.F. Sharp's office, but denied that they were for recruitment and selection purposes. According to C.F. Sharp, the interviews were held for LCL's ex-crew members who had various complaints against Rizal. It belittled the inspection report of the POEA inspection team claiming that it simply stated that interviews and recruitment were undertaken, without reference

to who were conducting the interview and for what vessels.[8] C.F. Sharp also averred that Rizal was guilty of forum shopping, and prayed for the dismissal of the complaint on this ground and for its lack of merit. [9]

The POEA Administrator was not persuaded and found C.F. Sharp liable for illegal recruitment. According to the Administrator, the inspection report of Ms. Aquino established that Savva and Tjiakouris had conducted, and, at the time of the inspection, had been conducting interviews, selection and hiring for LCL, without any authority from the POEA. The Administrator also held that C.F. Sharp violated Section 29 of the Labor Code when it designated officers and agents without prior approval of the POEA. [10]

Thus, the Administrator disposed:

WHEREFORE, premises considered, the respondent CF Sharp Agency is as it is hereby ordered suspended for a period of six (6) months or in lieu thereof, it is ordered to pay a fine of P50,000.00 for violation of Art. 29 of the Labor Code, as amended in relation to Sec. 6(b), Rule II, Book II of the Rules and Regulations Governing Overseas Employment in accordance with the schedule of penalties.

Further, the respondent CF Sharp is as it is hereby ordered suspended for another period of [eighteen] (18) months or to pay the fine of P180,000.00 for committing 9 counts of violation of Article 29 of the Labor Code as amended in relation to Sec. 2(k), Rule I, Book VI of the Rules and Regulations governing Overseas Employment.

The period of suspension shall be served cummulatively (sic).

The charges of violation of Sec. 6(b) of RA 8042 are hereby referred to the Anti-Illegal Recruitment Branch for appropriate action.

SO ORDERED.[11]

C.F. Sharp elevated the Administrator's ruling to the Department of Labor and Employment (DOLE). On December 19, 1997, the then Secretary of Labor, Leonardo A. Quisumbing,[12] issued an Order,[13] ruling that:

WHEREFORE, except as above MODIFIED, the Order dated March 13, 1997 of the POEA Administrator is AFFIRMED.

Accordingly, the C.F. Sharp Crew Management, Inc. is hereby found guilty of having violated Sec. 6, R.A. 8042 in relation to Article 13 (b) and (f), and Article 16 of the Labor Code as amended; Rule II (jj), Book I and Sec 1 and 6, Rule I, Book II, POEA Rules and Regulations Governing Overseas Employment, for having conspired and confederated with the [Louis] Cruise Lines, Theodorus Savva and Andrias (sic) Tjiakouris in the recruitment of seafarers for LCL's ships, before it was duly accredited by POEA as the manning agency of LCL, thus a non-holder of authority at the time. The penalty imposed against it of suspension of its license for six (6) months or in lieu thereof, to pay a fine of Fifty Thousand Pesos (P50,000.00), is AFFIRMED.

Further, C.F. Sharp Crew Management, Inc. is hereby found guilty of one (1) count of violation of Art. 29 of the Labor Code in relation to Sec. 2 (k), Rule I, Book VI of the Rules and Regulations Governing Overseas Employment, and is imposed the penalty of two (2) months suspension of its license or in lieu thereof, to pay a fine of P20,000.00.

The penalties of suspension for both violations shall be served cumulatively.

Out of the P230,000.00 cash supersedeas bond posted by the petitioner-appellant, let the amount of P160,000.00 be released and refunded to it, retaining P70,000.00 to be applied to the payment of the fines as imposed above, should the petitioner opt to pay the fine instead of undergoing suspension of its license. However, the suspension shall remain in force until such fine is paid, or in the event that the petitioner-appellant further appeals this Order.

The charge and finding of violation of Sec. 6 (b) of R.A. 8042 are hereby referred to the Anti-Illegal Recruitment Branch for appropriate action.

SO ORDERED.[14]

C.F. Sharp's motion for reconsideration having been denied on February 5, 1999 by the then Undersecretary, Jose M. Espanol, Jr.,[15] it elevated the case to this Court on petition for certiorari, with the case docketed as G.R. No. 137573. But, in the June 16, 1999 Resolution, this Court referred the petition to the CA.

In the meantime, on April 15, 1999, C.F. Sharp requested the lifting of the suspension decreed by the Secretary of Labor in his December 19, 1997 Order,[16] which was granted by Deputy Administrator for Licensing and Adjudication Valentin C. Guanio. C.F. Sharp was allowed to deploy seafarers for its principals.

Consequently, on April 30, 2002, the CA denied C.F. Sharp's petition for certiorari,[17] holding that C.F. Sharp was already estopped from assailing the Secretary of Labor's ruling because it had manifested its option to have the cash bond posted answer for the alternative fines imposed upon it. By paying the adjudged fines, C.F. Sharp effectively executed the judgment, having acquiesced to, and ratified the execution of the assailed Orders of the Secretary of Labor. The CA also agreed with the POEA Administrator and the Secretary of Labor that Savva and Tjiakouris of LCL, along with C.F. Sharp, undertook recruitment activities on December 7, 9 to 12, 1996, sans any authority. Finally, it affirmed both labor officials' finding that C.F. Sharp violated Article 29 of the Labor Code and Section 2(k), Rule I, Book VI of the POEA Rules when it appointed Henry Desiderio as agent, without prior approval from the POEA. Thus, the appellate court declared that the Secretary of Labor acted well within his discretion in holding C.F. Sharp liable for illegal recruitment.

C.F. Sharp filed a motion for reconsideration,[18] but the CA denied it on November 25, 2002.[19]

Hence, this appeal, positing these issues:

- WHETHER OR NOT THE COURT OF APPEALS PATENTLY ERRED IN RULING THAT PETITIONER IS IN ESTOPPEL IN QUESTIONING THE ORDER DATED DECEMBER 19, 1997 AND THE RESOLUTION DATED FEBRUARY 5, 1999.

- WHETHER OR NOT THE COURT OF APPEALS PATENTLY ERRED WHEN IT RULED THAT PETITIONER IS LIABLE FOR VIOLATION OF SECTION 6[,] R.A. NO. 8042 IN RELATION TO ARTICLE 13 (b) and (f) AND ARTICLE 66 (sic) OF THE LABOR CODE AS AMENDED; RULE II (jj) BOOK I; AND SECTIONS 1 AND 6, RULE I, BOOK III POEA RULES AND REGULATIONS GOVERNING OVERSEAS EMPLOYMENT.

WHETHER OR NOT THE COURT OF APPEALS GRAVELY ERRED WHEN IT RULED THAT PETITIONER IS LIABLE FOR VIOLATION OF ARTICLE 29 OF THE LABOR CODE, AS AMENDED, IN RELATION TO SECTION II (k)[,] RULE I, BOOK VI OF THE RULES AND REGULATIONS GOVERNING OVERSEAS EMPLOYMENT.[20]

C.F. Sharp faults the CA for ruling that petitioner is estopped from questioning the resolutions of the Secretary of Labor. It denied that it voluntarily executed, or acquiesced to, the assailed resolutions of the Secretary.

The general rule is that when a judgment has been satisfied, it passes beyond review, satisfaction being the last act and the end of the proceedings, and payment or satisfaction of the obligation thereby established produces permanent and irrevocable discharge; hence, a judgment debtor who acquiesces to and voluntarily complies with the judgment is estopped from taking an appeal therefrom.[21]

In holding C.F. Sharp in estoppel, the CA apparently relied on the April 15, 1999 Order of the POEA, and, thus, declared:

[P]etitioner C.F. Sharp had already manifested its option to have the cash bond posted as an answer for the alternative fines imposed in the Orders dated December 19, 1997 as stated in the Order dated April 15, 1999 of the POEA, Adjudication Office x x x. Thus, for voluntary execution of the Order of the Secretary of DOLE dated December 19, 1997 by paying the adjudged fines, the petitioner was then estopped from assailing such Order before Us by way of petition for certiorari. Where a party voluntarily executes, partially or totally a judgment or acquiesces or ratifies the execution of the same, he is estopped from appealing therefrom. x x x.[22]

The April 15, 1999 Order of Deputy Commissioner Valentin C. Guanio reads:

Respondent C.F. Sharp Crew Management, Inc., thru counsel having manifested its option to have the cash bond posted answer for the alternative fines imposed in the above-entitled case; the alternative suspension imposed in the Order of the Secretary dated December 19, 1997 is hereby Lifted.

SO ORDERED.[23]

This Order was issued in response to C.F. Sharp's request to lift the suspension decree of the Secretary of Labor. The request stated, viz.:

[W]e write in behalf of our client, C.F. Sharp Crew Management Inc., regarding the Advice To Operating Units dated April 15, 1999, which arose from the Decision of the Office of the Secretary of Labor in the case entitled C.F. Sharp Crew Management, Inc. versus Rizal Shipping and docketed as RV 97-01-004.

In this connection, we would like to express our option to have the cash bond posted by us in the case entitled C.F. Sharp Crew Management, Inc. versus Rizal Shipping and docketed as RV 97-01-044 to answer for any fine that the Supreme Court may finally decide that our client should pay in the Case entitled, C.F. Sharp Crew Management, Inc. vs. Secretary Leonardo Quisumbing and Rizal International Shipping Services and docketed as G.R. No. 137573.

Under the circumstances, it is most respectfully requested that the aforesaid advice be RECALLED and that a clearance be issued in favor of our client, C.F. Sharp Crew Management, Inc.

Hoping for your immediate and favorable action on the matter.[24] (Emphasis supplied)

C.F. Sharp's letter was explicit that the cash bond posted would be answerable for any fine that it may ultimately be held liable to pay by virtue of a final decision. In fact, on March 25, 1999, prior to the filing of the above-quoted letter-request, C.F. Sharp had already filed a petition for certiorari assailing the Orders of the Secretary of Labor. Furthermore, there is no showing that the assailed Order of then Secretary Quisumbing was indeed executed to warrant the appellate court's conclusion that C.F. Sharp was estopped from assailing the said Order. Clearly, there is no basis for the CA to rule that C.F. Sharp voluntarily executed, or acquiesced to, the execution of the unfavorable ruling of the Secretary of Labor.

The first issue having been settled, we now resolve whether C.F. Sharp is liable for illegal recruitment.

C.F. Sharp denies committing illegal recruitment activities in December 1996. It posits that the interviews undertaken by Savva and Tjiakouris do not amount to illegal recruitment under Section 6 of Republic Act No. 8042 or the Migrants Workers Act. Further, it contends that the interviews conducted were not for selection and recruitment purposes, but were in connection with the seamen's past employment with Rizal, specifically, their complaints for non-remittance of SSS premiums, withholding of wages, illegal exactions from medical examinations and delayed allotments. It claims that it was only upon approval of its application for accreditation that the employment contracts were entered into and actual deployment of the seamen was made. C.F. Sharp, thus, concludes that it cannot be held liable for illegal recruitment.

The reasoning is specious.

Undoubtedly, in December 1996, LCL had no approved POEA license to recruit. C.F. Sharp's accreditation as LCL's new manning agency was still pending approval at that time. Yet Savva and Tjiakouris, along with C.F. Sharp, entertained applicants for LCL's vessels, and conducted preparatory interviews.

Article 13(b) of the Labor Code defines recruitment and placement as:

any act of canvassing, enlisting, contracting, transporting, utilizing, hiring or procuring workers, and includes referrals, contract services, promising or advertising for employment, locally or abroad whether for profit or not: Provided, That any person or entity which in any manner, offers or promises for a fee employment to two or more persons shall be deemed engaged in recruitment and placement.

On the basis of this definition — and contrary to what C.F. Sharp wants to portray - the conduct of preparatory interviews is a recruitment activity.

The fact that C.F. Sharp did not receive any payment during the interviews is of no moment. From the language of Article 13(b), the act of recruitment may be "for profit or not." Notably, it is the lack of the necessary license or authority, not the fact of payment, that renders the recruitment activity of LCL unlawful.

C.F. Sharp's claim that the interviews were not for selection and recruitment purposes does not impress. As the Secretary of Labor aptly said:

This Office cannot conceive of a good reason why LCL/Savva/Tjiakouris should be interested at the time in unearthing alleged violations committed by Rizal Shipping whose representative status as manning agency was to be terminated in just a few weeks thereafter, spending valuable time and money in the process. They stood to gain nothing from such taxing exercise involving several hundreds of ex-crew members, which could be handled by government agencies like the POEA, NLRC, SSS. The observation of the POEA Administrator that the complaints of the crewmen were filed only after Rizal Shipping filed its complaints with the POEA merely to bolster the defense of CF Sharp/LCL/Savva and Tjiakouris, is telling.

Upon the other hand, it was more to LCL'S gain to interview, select and recruit the disembarking crewmen previously recruited by Rizal Shipping, using CF Sharp's facilities, as this would result in less recruitment time and cost.

Finally, the claim of Savva and Tjiakouris that Savva "talked to the POEA representative during their visit" about these interviews and the violations which were confirmed, is just an afterthought to support their defense; there is no entry in the Inspection Report confirming such claim. If such claim were true, then the "able officer" of CF Sharp (LCL's Attorney-in fact) who signed his conformity on the 4th page of the report, and put his initial on the last page of the report containing the handwritten findings of the inspectors on the selection and recruitment activities of Savva and Tjiakouris, would have insisted that an entry be made thereon about what Savva told the inspectors, or he could simply himself have written thereon that the two LCL officials merely conducted interviews on the violations committed by Rizal Shipping. However, the report is bereft of anything to that effect. More significant is the fact that the inspectors, in their Memorandum dated December 11, 1996 (the very same day they conducted the inspection), stated that they "approached said persons" (referring to Banawis, Savva and Tjiakouris) "and told us that they were doing interview to select applicants" to complement the crew of a passenger ship for [LOUIS] CRUISE LINES." [25]

Indeed, it was Savva and Tjiakouris that conducted the interviews, and undertook selection and hiring. However, C.F. Sharp cannot steer clear of liability for it conspired with LCL in committing illegal recruitment activities. As the Secretary of Labor had taken pains to demonstrate:

x x x [T]here is substantial evidence on record that as alleged by Rizal Shipping, CF Sharp conspired with LCL

and its officers Savva and Tjiakouris to conduct recruitment activities in its offices, at a time when LCL was not yet its POEA-accredited principal, in violation of Sec. 6, R.A. 8042 in relation to Article 13(b) and (f) and Article 16 of the Labor Code as amended; Rule II(jj) Book I, and Sec. 1 and 6, Rule I, Book III, all of the POEA Rules and Regulations Governing Overseas Employment.

Indeed, C.F. Sharp was aware of these violations when it alleged in its Petition for Review that:

"...in any and all events, the findings relied upon by the Public Respondent show, at best, that the parties responsible for the alleged acts of illegal recruitment are LCL and its officers alone, or at worst, LCL and its officers, in conspiracy with petitioner. Yet, it is petitioner alone, who is severely punished and penalized." (underscoring supplied)

x x x x

The intention, agreement and both common design of both LCL and CF Sharp to engage in recruitment of crewmen for LCL's ships had already been made manifest when LCL through Savva had instructed, in the October 14, 1996 letter to disembarking crewmembers, for the latter to report to CF Sharp for processing of their papers. This was followed by the execution by LCL on October 17, 1996 of a Special Power of Attorney in favor of CF Sharp as new manning agent and attorney-in-fact of LCL, with authority, among others, "to sign, authenticate and deliver all documents necessary to complete any transaction related to the recruitment and hiring of Filipino seamen including the necessary steps to facilitate the departure of recruited seamen"; "to assume, on our behalf and for our account, any liability that may arise in connection with the recruitment of seamen and/or implementation of the employment contract of said seamen." And on November 8, 1996, CF Sharp applied for accreditation as manning agent of LCL for the latter's five named vessels. The discovery by the POEA inspectors of the selection and recruitment activities undertaken by Savva and Tjiakouris at CF Sharp's offices on December 11, 1996, followed. The interviews by Savva and Tjiakouris at CF Sharp's offices on December 7, 1996 with around 300 crewmen, as sworn to by 98 crewmen (their affidavits were submitted in evidence by CF Sharp); the interviews for selection and recruitment from December 9 to 12, 1996 as found by the POEA inspectors; and the immediate deployment of 154 crewmen for LCL right after [the] POEA approval of accreditation of LCL as principal of CF Sharp, could not have been undertaken without the assistance and cooperation of CF Sharp, even before such transfer of accreditation was granted by POEA.

The petitioner-appellant must be reminded that prior to approval of the transfer of accreditation, no recruitment or deployment may be made by the principal by itself or through the would-be transferee manning agency, or by the latter, as this would constitute illegal recruitment by a non-holder of authority under Sec. 6, R.A. 8042 in relation to Article 13(b) and (f) and Article 16 of the Labor Code as amended; Rule II(jj), Book I, and Sec. 1 and 6, Rule 1, Book III, POEA Rules and Regulations Governing Overseas Employment.

The petitioner-appellant alleges that "there is no need for a license to enable LCL's officers to conduct their alleged activities of interviewing, selecting and hiring crewmen. Indeed, LCL's officers could have conducted these activities without a license."

Such claim is without legal basis, as direct hiring by employers of Filipino workers for overseas employment is banned; they can only do so through, among others, licensed private recruitment and shipping/mining agencies (Art. 18, Labor Code as amended; Sec. 1, Rule 1, Book II, POEA Rules and Regulations Governing Overseas Employment).[26]

We need not say more.

C.F. Sharp also denies violating Article 29 of the Labor Code. It insists that Henry Desiderio was neither an employee nor an agent of C.F. Sharp. Yet, except for its barefaced denial, no proof was adduced to substantiate it.

Desiderio's name does not appear in the list of employees and officials submitted by C.F. Sharp to the POEA.

However, his name appeared as the contact person of the applicants for the position of 2nd and 3rd assistant engineers and machinist/fitter in C.F Sharp's advertisement in the February 2, 1997 issue of The Bulletin Today.[27]

Article 29 of the Labor Code is explicit, viz.:

Art. 29. NON-TRANSFERABILITY OF LICENSE OR AUTHORITY

No license or authority shall be used directly or indirectly by any person other than the one in whose favor it was issued or at any place other than that stated in the license or authority, nor may such license or authority be transferred, conveyed or assigned to any other person or entity. Any transfer of business address, appointment or designation of any agent or representative including the establishment of additional offices anywhere shall be subject to the prior approval of the Department of Labor. (Emphasis ours)

Thus, Section 2(k), Rule 1, Book VI of the POEA Rules Governing Overseas Employment provides:

Section 2. Grounds for Suspension/Cancellation of License.

x x x x

k. Appointing or designating agents, representatives or employees without prior approval from the Administration.

The appointment or designation of Desiderio as an employee or agent of C.F. Sharp, without prior approval from the POEA, warrants administrative sanction. The CA, therefore, correctly rejected C.F. Sharp's posture.

Apparently, realizing the folly of its defenses, C.F. Sharp assails the admissibility of the Memorandum and Inspection Report of the POEA. It contends that these are patently inadmissible against C.F. Sharp for it was not given an opportunity to cross—examine the POEA inspectors regarding the report.

The argument does not deserve even a short shrift. First, C.F. Sharp did not raise it before the POEA and Secretary of Labor. The issue was raised for the first time in its petition for certiorari with the CA, where the jurisdiction of the appellate court is limited to issues of jurisdiction and grave abuse of discretion. On numerous occasions, we have made it clear that to allow fresh issues at this stage of the proceedings is violative of fair play, justice and due process.[28]

Second, jurisprudence is replete with rulings that administrative bodies are not bound by the technical niceties of law and procedure and the rules obtaining in the courts of law.[29] Hence, whatever merit C.F. Sharp's argument might have in the context of ordinary civil actions, where the rules of evidence apply with greater rigidity, disappears when adduced in connection with labor cases.

The claim of denial of due process on the part of C.F. Sharp must also be rejected. The essence of due process lies in the reasonable opportunity afforded a party to be heard and to submit any evidence in support of its defense. What is vital is not the opportunity to cross-examine an adverse witness, but an opportunity to be heard.[30]

In this case, C.F. Sharp was given ample opportunity to be heard, to adduce evidence in support of its version of the material occurrences, and to controvert Rizal's allegation and the Inspection Report. It submitted its position paper with supporting affidavits and documents, and additionally pleaded its causes on appeal before the Secretary of Labor. Under the circumstances, a claim of denial of due process on C.F. Sharp's part is completely unavailing.

C.F. Sharp next impugns the probative value given by the Administrator and the Secretary of Labor to the Inspection Report. It alleges that the POEA Administrator, the Labor Secretary and the CA relied only on the

Inspection Report and gave very little or no probative value to the affidavits that it submitted in support of its claim.

C.F. Sharp would have us re-evaluate the factual veracity and probative value of the evidence submitted in the proceedings a quo. C.F. Sharp may well be reminded that it is not our function to review, examine, and evaluate or weigh the evidence adduced by the parties. Elementary is the principle that this Court is not a trier of facts. Judicial review of labor cases does not go beyond the evaluation of the sufficiency of the evidence upon which the labor officials' findings rest. Hence, where the factual findings of the labor tribunals or agencies conform to, and are affirmed by, the CA, the same are accorded respect and finality, and are binding upon this Court. It is only when the findings of the labor agencies and the appellate court are in conflict that this Court will review the records to determine which findings should be upheld as being more in conformity with the evidentiary facts. Where the CA affirms the labor agencies on review and there is no showing whatsoever that said findings are patently erroneous, this Court is bound by the said findings.[31]

Although the rule admits of several exceptions, none of them are in point in this case. In any event, we have carefully examined the factual findings of the CA and found the same to be borne out of the record and sufficiently anchored on the evidence presented.

WHEREFORE, the petition is DENIED. The Decision and Resolution of the Court of Appeals in CA-G.R. SP. No. 53747 are AFFIRMED.

SO ORDERED.

Ynares-Santiago, (Chairperson), Austria-Martinez, Chico-Nazario, and Reyes, JJ., concur.

[1] Rollo, pp. 35-49.

[2] Id. at 51-52.

[3] Id. at 146-148.

[4] Id. at 154-158.

[5] Id.

[6] Id. at 126-128.

[7] Id. at 194-205.

[8] Id. at 133-143.

[9] Id. at 206-225.

[10] Id. at 557-572.

[11] Id. at 572.

[12] Now Associate Justice of this Court.

[13] Rollo, pp. 103-121.

[14] Id. at 120-121.

[15] Id. at 123-125.

[16] Id. at 746.

[17] Id. at 35-49.

[18] Id. at 53-61.

[19] Id. at 51-52.

[20] Id. at 898.

[21] Vital-Gozon v. Court of Appeals, G.R. No. 101428, August 5, 1992, 212 SCRA 235, 256.

[22] Rollo, p. 41.

[23] Id. at 746.

[24] POEA record.

[25] Rollo, p. 110.

[26] Id. at 112-114.

[27] Id. at 283.

[28] Gualberto v. Go, G.R. No. 139843, July 21, 2005, 463 SCRA 671, 678; Philippine National Construction Corporation (PNCC) v. National Labor Relations Commission, 315 Phil. 746, 756 (1995).

[29] China Banking Corporation v. Borromeo, G.R. No. 156515, October 19, 2004, 440 SCRA 621, 635; Bantolino v. Coca-Cola Bottlers Philippines, 451 Phil. 839, 846 (2003); Rabago v. National Labor Relations Commission, G.R. No. 82868 and G.R. No. 82932, August 5, 1991, 200 SCRA 158, 165.

[30] Shoemart, Inc. v. National Labor Relations Commission, G.R. Nos. 90795-96 & 91125-26, August 13, 1993, 225 SCRA 311, 320.

[31] Falco v. Mercury Freight International, G.R. No. 153824, August 9, 2006.

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