

G & M PHILIPPINES, INC., PETITIONER, VS. ROMIL V. CUAMBOT, RESPONDENT.

G.R. NO. 162308. November 22, 2006

Ponente: CALLEJO, SR., J.

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CALLEJO, SR., J.:

This is a petition for review on certiorari under Rule 45 of the Rules of Court assailing the Decision[1] of the Court of Appeals (CA) in CA-G.R. SP No. 64744, as well as the Resolution[2] dated February 20, 2004 denying the motion for reconsideration thereof.

The antecedent facts are as follows:

On November 7, 1994, respondent Romil V. Cuambot applied for deployment to Saudi Arabia as a car body builder with petitioner G & M Philippines, Inc., a duly licensed placement and recruitment agency. Respondent's application was duly processed and he later signed a two-year employment contract to work at the Al Waha Workshop in Unaizah City, Gassim, Kingdom of Saudi Arabia. He left the country on January 5, 1995. However, respondent did not finish his contract and returned to the Philippines barely six months later, on July 24, 1995. On July 26, 1995, he filed before the National Labor Relations Commission (NLRC) a complaint for unpaid wages, withheld salaries, refund of plane ticket and repatriation bond, later amended to include illegal dismissal, claim for the unexpired portion of his employment contract, actual, exemplary and moral damages, and attorney's fees. The complaint was docketed as NLRC-NCR Case No. 00-07-05252-95.

Respondent narrated that he began working for Mohd Al Motairi,[3] the President and General Manager of the Al Waha Workshop, on January 8, 1995. Along with his Filipino co-workers, he was subjected to inhuman and unbearable working conditions, to wit:

- [He] was required to work from 7:00 o'clock in the morning to 10:00 o'clock in the evening everyday, except Friday, or six (6) hours overtime work daily from the usual eight (8) working hours per day.
- [He] was never paid x x x his monthly basic salary of 1,200 [Riyals] including his overtime pay for the six (6) hours overtime work he rendered every working day during his work in Saudi Arabia except for the amount of 100 [Riyals] given every month for his meal allowance;
- [He] was subjected to serious insult by respondent Muthiri everytime he asked or demanded for his salary; and,
- [S]ome of complainant's letters that were sent by his family were not given by respondent Muthiri and/or his staff x x x.[4]

When respondent asked Motairi for his salary, he was told that since a huge sum had been paid to the agency for his recruitment and deployment, he would only be paid after the said amount had already been recovered. He was also told that his salary was only 800 Saudi Riyals (SAR) per month, in contrast to the SAR1200 that was promised him under the contract. Motairi warned that he would be sent home the next time he demanded for his

salary. Due to his family's incessant letters asking for financial support, however, respondent mustered the courage to again demand for his salaries during the second week of July 1996. True to his word, Motairi ordered him to pack up and leave. He was able to purchase his plane ticket only through the contributions of his fellow Filipinos. Motairi even accompanied him to the airport when he bought his plane ticket. In the meantime, his wife had been making inquiries about him.

To corroborate his claims, respondent submitted the following documents: an undated letter[5] he had written addressed to the Philippine Labor Attaché in Riyadh, with Arabic translation;[6] his wife's letter[7] dated June 28, 1995 addressed to the "Gulangco Monteverde Agency, Manila Head Office," asking for a "favor to help [her] husband to come home as early as possible;" a fax message[8] dated July 17, 1995 from a representative of the Land Bank of the Philippines (LBP) to a counterpart in Riyadh, asking for assistance to locate respondent;[9] and the reply[10] from the Riyadh LBP representative requesting for contact numbers to facilitate communication with respondent.

Respondent further claimed that his employer's actuations violated Articles 83 and 103 of the Labor Code. While he was entitled to terminate his employment in accordance with Article 285 (b) due to the treatment he received, he did not exercise this right. He was nevertheless illegally dismissed by his employer when he tried to collect the salaries due him. Respondent further claimed that the reduction of his monthly salary from SAR1,200 to SAR800 and petitioner's failure to furnish him a copy of the employment contract before his departure amounted to prohibited practices under Article 34 (i) and (k) of the Labor Code.

Respondent prayed for the following relief:

WHEREFORE, premises considered, complainant most respectfully prays unto this Honorable Office that the instant complaint be given due course and that a decision be rendered in his favor and against respondents G & M (Phils.), Inc., Alwaha (sic) Workshop and/or Muhamd (sic) Muthiri, as follows:

(1) Ordering the respondents to pay, jointly and severally, complainant the unpaid salaries and overtime pay in the amounts of P61,560.00 and P66,484.80, respectively, including interests, until the same will be fully paid;

(2) Ordering the respondents to pay, jointly and severally, complainant[s] salary for the unexpired portion of the contract in the amount of P184,680.00, including interests, until the same will be fully paid;

(3) Ordering the respondents to pay, jointly and severally, complainant[s] actual expenses which he incurred in applying for the job, including expenses in leaving for the job, including expenses in leaving for Saudi Arabia and plane ticket, as well as repatriation bond and incidental expenses in going home to the Philippines in the amounts of P49,000.00 and P20,000.00, respectively, including interests, until the same will be fully paid;

(4) Ordering the respondents to pay, jointly and severally, complainant moral damages in the amount of P150,000.00 and exemplary damages in the amount of P150,000.00, including interests, until the same will be fully paid;

(5) Ordering the respondents to pay, jointly and severally, complainant for and as attorney's fees in the amount of P68,172.48 or the amount equivalent to 10% of the total amount of the foregoing claims and damages that may be awarded by the Honorable Office to the complainant.[11]

In its position paper, petitioner alleged that respondent was deployed "for overseas work as car body builder for its Principal Golden Wings Est. for General Services and Recruitment in Saudi Arabia for an employment period of 24 months, with a monthly salary of US\$400.00." [12] It insisted that respondent was religiously paid his salaries as they fell due. After working for a little over seven months, respondent pleaded with his employer to be allowed to return home since there were family problems he had to settle personally. Respondent even submitted a resignation letter[13] dated July 23, 1995.

To support its claim that respondent had been paid his salaries as they fell due, petitioner submitted in evidence copies of seven payslip^[14] authenticated by the Philippine Labor Attaché in Riyadh, Saudi Arabia. Petitioner asserted that since respondent only worked for a little over seven months and did not finish his contract, he should pay the cost of the plane ticket. It pointed out that according to the standard employment contract, the employer would provide the employee with a free plane ticket for the flight home only if the worker finishes his contract.

Respondent countered that his signatures in the purported payslips were forged. He denied having received his salaries for the said period, except only for the SAR100 as monthly allowance. He pointed out that the authentication of the alleged pay slips and resignation letter before the labor attaché in Riyadh is immaterial, since the documents themselves were falsified.

Respondent further claimed that petitioner required him to pay a P10,000.00 placement fee and that he had to borrow P2,000.00 from a relative. He was then told that the amount would be considered as an advance payment and that the balance would be deducted from his salary. He was not, however, given any receipt. He insisted that the employment contract which he signed indicated that he was supposed to receive a monthly salary of SAR1,200 for working eight hours a day, excluding overtime pay. He was repeatedly promised to be furnished a copy of the contract and was later told that it would be given to his wife, Minda. However, she was also given the run-around and was told that the contract had already been given to her husband.

To counter the allegation of forgery, petitioner claimed that there was a great possibility that respondent had changed his signature while abroad so that he could file a complaint for illegal dismissal upon his return. The argument that the stroke and handwriting on the payslip was written by one and the same person is mere conjecture, as respondent could have requested someone, i.e., the cashier, to prepare the resignation letter for him. While it is the employer who fills up the pay slip, respondent could have asked another employee to prepare the resignation letter, particularly if he (respondent) did not know how to phrase it himself. Moreover, it could not be presumed that the payslip and resignation letter were prepared by one and the same person, as respondent is not a handwriting expert. Petitioner further pointed out that respondent has different signatures, not only in the pleadings submitted before the Labor Arbiter, but also in respondents' personal documents.

On January 30, 1997, Labor Arbiter Jose De Vera ruled in favor of respondent on the following ratiocination:

What convinced this Arbitration Branch about the unreliability of the complainant's signature in the payslip is the close semblance of the handwritings in the payslips and the handwritings in the purported handwritten resignation of the complainant. It unmistakably appears to this Arbitration Branch that the payslips as well as the handwritten letter-resignation were prepared by one and the same person. If it were true that the handwritten letter-resignation was prepared by the complainant, it follows that he also prepared the payslips because the handwritings in both documents are exactly the same and identical. But [this] is quite unbelievable that complainant himself as the payee prepared the payslips with the corresponding entries therein in his own handwriting. Under the circumstances, the only logical conclusion is that both the payslips and the handwritten letter-resignation were prepared and signed by one and the same person definitely not the complainant.

With the foregoing findings and conclusions, this Arbitration Branch is of the well-considered view that complainant was not paid his salaries from January 5, 1995 up to July 23, 1995 and that he was unjustifiably dismissed from his employment when he repeatedly demanded for his unpaid salaries. Respondents are, therefore, liable to pay the complainant his salaries from January 5, 1995 up to July 23, 1995 which amount to US\$2,640.00 (US\$400 x 6.6 mos). Further, respondents are also liable to the complainant for the latter's salaries for the unexpired portion of his contract up to the maximum of three (3) months pursuant to Section 10 of RA 8042, which amount to US\$1,200.00. Respondents must also refund complainant's plane fare for his return flight. And finally, being compelled to litigate his claims, it is but just and x x x that complainant must be awarded attorney's fees at the rate of ten percent (10%) of the judgment award.

WHEREFORE, all the foregoing premises considered, judgment is hereby rendered ordering the respondents to pay complainant the aggregate sum of US\$3,840.00 or its equivalent in Philippine Currency at the exchange rate prevailing at the time of payment, and to refund complainant's plane fare for his return flight. Further, respondents are ordered to pay complainant attorney's fees at the rate of Ten percent (10%) of the foregoing judgment award.[15]

Petitioner appealed the Decision of the Labor Arbiter to the NLRC, alleging that the Labor Arbiter, not being a handwriting expert, committed grave abuse of discretion amounting to lack of jurisdiction in finding for respondent. In its Decision[16] dated December 9, 1997, the NLRC upheld this contention and remanded the case "to the Arbitration Branch of origin for referral to the government agency concerned for calligraphy examination of the questioned documents." [17]

The case was then re-raffled to Labor Arbiter Enrico Angelo Portillo. On September 11, 1998, the parties agreed to a resetting to enable petitioner to secure the original copies of documents from its foreign principal. However, on December 9, 1998, the parties agreed to submit the case for resolution based on the pleadings and on the evidence on record.

This time, the complaint was dismissed for lack of merit. According to Labor Arbiter Portillo, aside from respondent's bare allegations, he failed to substantiate his claim of poor working conditions and long hours of employment. The fact that he executed a handwritten resignation letter is enough evidence of the fact that he voluntarily resigned from work. Moreover, respondent failed to submit any evidence to refute the pay slips duly signed and authenticated by the labor attaché in Saudi Arabia, inasmuch as their probative value cannot be impugned by mere self-serving allegations. The Labor Arbiter concluded that as between the oral allegations of workers that they were not paid monetary benefits and the documentary evidence presented by employer, the latter should prevail. [18]

Respondent appealed the decision before the NLRC, alleging that the Labor Arbiter failed to consider the genuineness of the signature which appears in the purported resignation letter dated July 23, 1995, as well as those that appear in the seven pay slips. He insisted that these documents should have been endorsed to the National Bureau of Investigation Questioned Documents Division or the Philippine National Police Crime Laboratory for calligraphy examination.

The NLRC dismissed the appeal for lack of merit in a Resolution[19] dated December 27, 2000. It held that the questioned documents could not be endorsed to the agency concerned since mere photocopies had been submitted in evidence. The records also revealed that petitioner had communicated to the foreign employer abroad, who sent the original copies, but there was no response from respondent. It also stressed that during the December 9, 1998 hearing, the parties agreed to submit the case for resolution on the basis of the pleadings and the evidence on record; if respondent had wanted to have the documents endorsed to the NBI or the PNP, he should have insisted that the documents be examined by a handwriting expert of the government. Thus, respondent was estopped from assailing the Labor Arbiter's ruling.

Unsatisfied, respondent elevated the matter to the CA via petition for certiorari. He pointed out that he merely acceded to the submission of the case for resolution due to the inordinate delays in the case. Moreover, the questioned documents were within petitioner's control, and it was petitioner that repeatedly failed to produce the original copies.

The CA reversed the ruling of the NLRC. According to the appellate court, a visual examination of the questioned signatures would instantly reveal significant differences in the handwriting movement, stroke, and structure, as well as the quality of lines of the signatures; Labor Arbiter Portillo committed patent error in examining the

signatures, and it is the decision of Labor Arbiter De Vera which must be upheld. The CA also pointed out the initial ruling of the NLRC (Second Division) dated December 9, 1997 which set aside the earlier decision of Labor Arbiter De Vera included a special directive to the Arbitration Branch of origin to endorse the questioned documents for calligraphy examination. However, respondent Cuambot failed to produce original copies of the documents; hence, Labor Arbiter Portillo proceeded with the case and ruled in favor of petitioner G.M.Phils. The dispositive portion of the CA ruling reads:

IN VIEW OF ALL THE FOREGOING, the instant petition is hereby GRANTED. Accordingly, the assailed Resolutions dated 27 December 2000 and 12 February 2001, respectively, of the NLRC Second Division are hereby SET ASIDE and the Decision dated 20 February 1997 rendered by Labor Arbiter Jose De Vera is hereby REINSTATED.[20]

Petitioner filed a motion for reconsideration, which the CA denied for lack of merit in its Resolution[21] dated February 20, 2004.

Hence, the present petition, where petitioner claims that –

THE COURT OF APPEALS GRAVELY ERRED ON A MATTER OF LAW IN HOLDING THAT LABOR ARBITER ENRICO PORTILLO GRAVELY ABUSED HIS DISCRETION WHEN HE HELD THAT THE SIGNATURES APPEARING ON THE QUESTIONED DOCUMENTS ARE THOSE OF THE PETITIONER.[22]

Petitioner points out that most of the signatures which Labor Arbiter De Vera used as standards for comparison with the signatures appearing on the questioned documents were those in the pleadings filed by the respondent long after the questioned documents had been supposedly signed by him. It claims that respondent affixed his signatures on the pleadings in question and intentionally made them different from his true signature so that he could later on conveniently impugn their authenticity. Petitioner claims that "had Labor Arbiter De Vera taken pains in considering these circumstances, he could have determined that respondent may have actually intentionally given a different name and slightly changed his signature in his application, which name and signature he used when he signed the questioned letter of resignation and payslips, only to conveniently disown the same when he came back to the country to file the present case." [23] Thus, according to petitioner, the CA clearly committed a palpable error of law when it reversed the ruling of the NLRC, which in turn affirmed Labor Arbiter Portillo's decision.

For his part, respondent contends that petitioner's arguments were already raised in the pleadings filed before Labor Arbiter De Vera which had already been passed upon squarely in the Labor Arbiter's Decision of January 30, 1997.

The determinative issues in this case are essentially factual in nature - (a) whether the signatures of respondent in the payslips are mere forgeries, and (b) whether respondent executed the resignation letter. Generally, it is not our function to review findings of fact. However, in case of a divergence in the findings and conclusions of the NLRC on the one hand, and those of the Labor Arbiter and the CA on the other, the Court may examine the evidence presented by the parties to determine whether or not the employee was illegally dismissed or voluntarily resigned from employment.[24] The instant case thus falls within the exception.

We have carefully examined the evidence on record and find that the petition must fail.

In its Decision[25] dated December 9, 1997, the NLRC had ordered the case remanded to the Labor Arbiter precisely so that the questioned documents purportedly signed/executed by respondent could be subjected to calligraphy examination by experts. It is precisely where a judgment or ruling fails to make findings of fact that the case may be remanded to the lower tribunal to enable it to determine them.[26] However, instead of referring

the questioned documents to the NBI or the PNP as mandated by the Commission's ruling, Labor Arbiter Portillo proceeded to rule in favor of petitioner, concluding that respondent's signatures were not forged, and as such, respondent's separation from employment was purely voluntary. In fine, then, the Labor Arbiter gravely abused his discretion when he ruled in favor of petitioner without abiding by the Commission's directive.

We note, however, that a remand of the case at this juncture would only result in unnecessary delay, especially considering that this case has been pending since 1995. Indeed, it is this Court's duty to settle, whenever possible, the entire controversy in a single proceeding, "leaving no root or branch to bear the seeds of future litigation." [27] Hence, the case shall be fully resolved on its merits.

We find that petitioner's failure to submit the original copies of the pay slips and the resignation letter raises doubts as to the veracity of its claim that they were actually signed/penned by respondent. The failure of a party to produce the original copy of the document which is in issue has been taken against such party, and has even been considered as a mere "bargaining chip," a dilatory tactic so that such party would be granted the opportunity to adduce controverting evidence. [28] In fact, petitioner did not even present in evidence the original copy of the employment contract, much less a machine copy, giving credence to respondent's claim that he was not at all given a copy of the employment contract after he signed it. What petitioner presented was a mere photocopy of the OCW Info Sheet [29] issued by the Philippine Overseas Employment Administration as well as the Personal Data Sheet [30] which respondent filled up. It bears stressing that the original copies of all these documents, including the employment contract, were in the possession of petitioner, or, at the very least, petitioner's principal.

Moreover, as correctly noted by the CA, the opinions of handwriting experts, although helpful in the examination of forged documents because of the technical procedure involved in the analysis, are not binding upon the courts. [31] As such, resort to these experts is not mandatory or indispensable to the examination or the comparison of handwriting. A finding of forgery does not depend entirely on the testimonies of handwriting experts, because the judge must conduct an independent examination of the questioned signature in order to arrive at a reasonable conclusion as to its authenticity. [32] No less than Section 22, Rule 132 of the Rules of Court explicitly authorizes the court, by itself, to make a comparison of the disputed handwriting "with writings admitted or treated as genuine by the party against whom the evidence is offered or proved to be genuine to the satisfaction of the judge." Indeed, the authenticity of signatures is not a highly technical issue in the same sense that questions concerning, e.g., quantum physics or topology, or molecular biology, would constitute matters of a highly technical nature. The opinion of a handwriting expert on the genuineness of a questioned signature is certainly much less compelling upon a judge than an opinion rendered by a specialist on a highly technical issue. [33]

Even a cursory perusal of the resignation letter [34] and the handwritten pay slips will readily show that they were written by only one person. A mere layman will immediately notice that the strokes and letters in the documents are very similar, if not identical, to one another. It is also quite apparent from a comparison of the signatures in the pay slips that they are inconsistent, irregular, with uneven and faltering strokes.

We also find it unbelievable that after having waited for so long to be deployed to Saudi Arabia and with the hopes of opportunity to earn a better living within his reach, respondent would just suddenly decide to abandon his work and go home due to "family problems." At the very least, respondent could have at least specified the reason or elaborated on the details of such an urgent matter so as not to jeopardize future employment opportunities.

That respondent also filed the complaint immediately gives more credence to his claim that he was illegally dismissed. He arrived in the Philippines on July 24, 1995, and immediately filed his complaint for illegal

dismissal two days later, on July 26, 1995.

We are not impervious of petitioner's claim that respondent could have asked another person to execute the resignation letter for him. However, petitioner failed to present even an affidavit from a representative of its foreign principal in order to support this allegation.

Indeed, the rule is that all doubts in the implementation and the interpretation of the Labor Code shall be resolved in favor of labor,[35] in order to give effect to the policy of the State to "afford protection to labor, promote full employment, ensure equal work opportunities regardless of sex, race or creed, and regulate the relations between workers and employers," and to "assure the rights of workers to self-organization, collective bargaining, security of tenure, and just and humane conditions of work." [36] We reiterate the following pronouncement in *Nicario v. National Labor Relations Commission*: [37]

It is a well-settled doctrine, that if doubts exist between the evidence presented by the employer and the employee, the scales of justice must be tilted in favor of the latter. It is a time-honored rule that in controversies between a laborer and his master, doubts reasonably arising from the evidence, or in the interpretation of agreements and writing should be resolved in the former's favor. The policy is to extend the doctrine to a greater number of employees who can avail of the benefits under the law, which is in consonance with the avowed policy of the State to give maximum aid and protection of labor.

Moreover, one who pleads payment has the burden of proving it. The reason for the rule is that the pertinent personnel files, payrolls, records, remittances and other similar documents – which will show that overtime, differentials, service incentive leave, and other claims of workers have been paid – are not in the possession of the worker but in the custody and absolute control of the employer. Thus, the burden of showing with legal certainty that the obligation has been discharged with payment falls on the debtor, in accordance with the rule that one who pleads payment has the burden of proving it. [38] Only when the debtor introduces evidence that the obligation has been extinguished does the burden shift to the creditor, who is then under a duty of producing evidence to show why payment does not extinguish the obligation. [39] In this case, petitioner was unable to present ample evidence to prove its claim that respondent had received all his salaries and benefits in full.

IN LIGHT OF ALL THE FOREGOING, the Petition is DENIED for lack of merit. The Decision of the Court of Appeals in CA-G.R. SP No. 64744 is AFFIRMED. Costs against the petitioners.

SO ORDERED.

Panganiban, C.J., (Chairperson), Ynares-Santiago, Austria-Martinez, and Chico-Nazario, JJ., concur.

[*] Respondent is also referred to in the records as "Rommel V. Cuambot," "Ramil B. Cuambot," and "Romel B. Cuambot." In the complaint, the position paper and the pleadings before the CA and this Court, however, respondent signs as "Romil V. Cuambot." He is also referred to in his birth certificate as "Romil Villaceran Cuambot" (records, p. 184).

[1] Penned by Associate Justice Eloy R. Bello, Jr. (now retired), with Associate Justices Amelita G. Tolentino and Arturo D. Brion concurring; rollo, pp. 19-26.

[2] Rollo, p. 28.

[3] Also referred to in the records as "Mohamad Muthiri," "Muhamad Muthiri" and "Mohd Muthiri." It appears, however, that the correct spelling is "Mohd Al Motairi," as this is what appears in the pay slips issued to respondent.

[4] Records, pp. 66-67.

[5] Id. at 108.

[6] Id. at 109.

[7] Id. at 110.

[8] Id. at 111.

[9] The letter reads:

Please request Labatt Filomeno Balbin &/or OWWA officers in Riyadh to locate MR. ROMMEL CUAMBOT with address PO Box 16177 Unaisah City 81888 Al Waha Workshop Sinaya St., Al-Gassim, K.S.A.

Mr. Cuambot, who is a relative of a Landbank OCBD-staff, wants to be repatriated immediately because of contract substitution and non-payment of salary since his deployment in KSA in January 1995.

Although his family writes him regularly at the above address, Mr. Cuambot has not received most of the letters. He told his family to use the mailing address of a friend – PO Box 90, Unaisah City K.S.A. Mr. Cuambot's family is really worried and Mr. Cuambot himself wants to go home even if he cannot collect his salary.

Thanks.

xxx

[10] The pertinent portion of the message reads:

Further, please be informed that per faxed message of Mr. James Figueras dated 17 July 1995 re: Mr. Rommel C. Quiambot with address at PO Box 16177 Unaizah City, Sinaya, Al Gassim, KSA, the matter has been endorsed to the Office of the Labor Attaché with Mr. Saleh Moner as in charge of the case.

However, due to some constraints like the place being about 400 kms. from Riyadh city proper and the lack of contact telephone number, the case cannot be immediately resolved since they will be relying at the mercy of the employer via mail which is very uncertain. DOLE/OWWA is therefore requesting the relatives if they could provide other information like telephone number of friends mentioned on PO Box 90, also in Unaizah which will lead to immediate contact and negotiation with the employer and communication with the OCW.

DOLE/OWWA will be waiting reply (records, p. 112).

[11] Records, pp. 75-77.

[12] Id. at 9.

[13] Id. at 21. In January 8, 1995, the US dollar-Saudi Riyal exchange rate was 1USD=SAR3.75080 (<http://www.oanda.com/convert/classic>, visited October 11, 2006).

[14] Rollo, pp. 43-44.

[15] Records, pp. 197-198.

[16] Id. at 318-323.

[17] Id. at 322.

[18] Id. at 381-382.

[19] Rollo, pp. 66-71.

[20] Id. at 25-26.

[21] Id. at 28.

[22] Id. at 11.

[23] Id. at 13.

[24] See *Gutierrez v. Singer Sewing Machine Company*, 458 Phil. 401, 409 (2003).

[25] The dispositive portion of the Resolution reads:

WHEREFORE, premises considered, the decision is Set Aside. The entire records of the instant case is remanded to the Arbitration Branch of Origin for endorsement to the proper agency(ies) concern[ed] for caligraphy (sic) examination of the questioned documents (rollo, p. 52).

[26] *Miguel v. JCT Group, Inc.*, G.R. No. 157752, March 16, 2005, 453 SCRA 529, 542.

[27] *Caurdanetaan Piece Workers Union v. Laguesma*, 350 Phil. 35, 71 (1998).

[28] See *Magdayao v. People*, G.R. No. 152881, August 17, 2004, 436 SCRA 677, 687.

[29] Records, p. 87.

[30] Rollo, p. 72.

[31] *Jimenez v. Commission on Ecumenical Mission and Relations of the United Presbyterian Church in the United States of America*, 432 Phil. 895, 907 (2002).

[32] Id.

[33] *Bautista v. Court of Appeals*, G.R. No. 158015, August 11, 2004, 436 SCRA 141, 146.

[34] The full text of the resignation letter reads:

MR. MOHD AL MOTAIRI
AL WAHA WORKSHOP
UNAIZAH CITY, GASSIM, KSA

SIR,

I AM ROMMEL V. CUAMBOT, A FILIPINO, WOULD LIKE TO RESIGN FROM MY EMPLOYMENT AND HEREBY WAIVED AND QUITCLAIM ALL MY CLAIMS AGAINST MY EMPLOYER & THE AGENCY W/C DEPLOY ME.

I JUST RECEIVED BAD NEWS FROM THE PHILS. SAYING THAT I SHOULD GO HOME DUE TO FAMILY PROBLEMS W/C NEED TO BE SOLVED BY MYSELF W/C URGED ME TO GO HOME.

HOPE YOU UNDERSTAND MY SITUATION.

RESPECTFULLY YOURS,

(Sgd.)

ROMMEL V. CUAMBOT

WORKER (records, p. 21)

[35] Labor Code, Art. 4.

[36] Labor Code, Art. 3.

[37] G.R. No. 125340, September 17, 1998, 295 SCRA 619, 626-627.

[38] Villar v. National Labor Relations Commission, 387 Phil. 706, 716 (2000).

[39] G & M (Phil.), Inc. v. Batomalaque, G.R. No. 151849, June 23, 2005, 461 SCRA 111, 118.

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