



Republic of the Philippines  
Supreme Court  
Manila

FIRST DIVISION

NOTICE

Sirs/Mesdames:

*Please take notice that the Court, First Division, issued a Resolution dated **March 15, 2023** which reads as follows:*

**“G.R. No. 246090 (*Precioso C. Campoid, Jr. v. Seahouse Fishery and Aquatic Resources, Inc., Pacific Live Fish Company and MV Hsiang Chi Chun*).**—This Petition for Review on *Certiorari*<sup>1</sup> assails the March 14, 2018 Decision<sup>2</sup> and the February 22, 2019 Resolution<sup>3</sup> of the Court of Appeals (CA) in CA-G.R. SP No. 09626, which dismissed petitioner Precioso C. Campoid, Jr.’s (Campoid) Petition for *Certiorari*<sup>4</sup> under Rule 65 of the Rules of Court. In the Petition for *Certiorari*, Campoid challenged the May 29, 2015 Decision<sup>5</sup> and the July 31, 2015 Resolution<sup>6</sup> of the National Labor Relations Commission (NLRC) in a labor dispute involving constructive dismissal docketed as NLRC Case No. OFW VAC-04-000019-2015.

The NLRC reversed the September 29, 2014 Decision<sup>7</sup> of the Labor Arbiter, and held respondents Seahouse Fishery and Aquatic Resources, Inc. (Seahouse) and Pacific Live Fish Company (Pacific) not guilty of constructive dismissal. The CA’s dismissal of the Petition for *Certiorari* prompted Campoid to file the instant petition before this Court.<sup>8</sup>

**The Antecedents**

In 2014, Campoid filed a Complaint<sup>9</sup> against Seahouse and its principal Pacific before the Sub-Regional Arbitration Branch No. VI of the NLRC in

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<sup>1</sup> *Rollo*, pp. 14-34.

<sup>2</sup> *Id.* at 63-74. Penned by Associate Justice Geraldine C. Fiel-Macaraig and concurred in by Associate Justices Pamela Ann Abella Maxino and Loius P. Acosta.

<sup>3</sup> *Id.* at 76-78. Penned by Associate Justice Pamela Ann Abella Maxino and concurred in by Associate Justices Marilyn B. Lagura-Yap and Loius P. Acosta.

<sup>4</sup> *CA rollo*, pp. 3-21.

<sup>5</sup> *Rollo*, pp. 45-58. Penned by Commissioner Julie C. Rendoque and concurred in by Presiding Commissioner Violeta Ortiz-Bantug and Commissioner Jose G. Gutierrez.

<sup>6</sup> *Id.* at 60-61. Penned by Commissioner Julie C. Rendoque and concurred in by Presiding Commissioner Violeta Ortiz-Bantug and Commissioner Jose G. Gutierrez.

<sup>7</sup> *Id.* at 37-42. Penned by Labor Arbiter Roderick Joseph B. Calanza.

<sup>8</sup> *Id.* at 14-34.

<sup>9</sup> *Id.* at 46.

Iloilo City for “constructive dismissal, breach of contract, non-payment of wages, payment of the unexpired portion of his salary, overtime pay, vacation pay, refund of placement fees, refund of training fee, moral damages, exemplary damages and attorney’s fees.”<sup>10</sup>

### **Version of the Petitioner**

Campoid averred that he and Salvador Nequinto (Nequinto) went to Manila sometime in February 2013 to undergo a safety training for seafarers in preparation for their application with Seahouse. Glendo Pepito (Pepito) asked them to pay ₱15,000.00 for a one-week training at Global Training Center in Sta. Cruz, Manila. Campoid paid in installments and remitted the amounts to Pepito.<sup>11</sup> After a one-week training, Pepito met with them at a restaurant in the same building where Seahouse was located. Pepito reminded them about the ₱20,000.00 placement fee which he had previously mentioned in a phone call. Campoid and Nequinto handed the amount to Pepito, who in turn, issued a receipt. Meanwhile, Pepito introduced them to Cesar Modina (Modina), Crewing Manager of Seahouse. Modina brought them to his office where they submitted their requirements including the basic safety training certificate.<sup>12</sup>

Between April and July 2013, Campoid completed all the requirements. Modina asked Campoid to sign a blank contract of employment and 36 blank payslips covering three years.<sup>13</sup> When Campoid asked about the terms of the contract, Modina merely replied that the basic pay is \$250.00 which would be supplemented by the commissions to be given by the ship captain based on the quantity of catch.<sup>14</sup>

On July 8, 2013, Modina briefed Campoid and the other applicants as to the terms of their employment contract, and informed them that they will be leaving the following day for Singapore where they will board the Hsiang Chi Chun fishing vessel. Modina conveyed that those who wished to back out may freely do so but they must first reimburse Seahouse the cost of the plane ticket from Manila to Singapore. Campoid wanted to backout because the terms of the contract were not followed. However, due to lack of money that will cover the reimbursement, and the fact that he had already spent a fortune for such opportunity, he opted to proceed. In China, the ship captain of Hsiang Chi Chun gave Campoid US\$50.00 as his pay on board the vessel. He was also asked to sign a paper which he was not allowed to read.<sup>15</sup>

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<sup>10</sup> Id.

<sup>11</sup> Id.

<sup>12</sup> Id. at 46-47.

<sup>13</sup> Id. at 47.

<sup>14</sup> Id.

<sup>15</sup> Id. at 47-48.

Campoid contended that he experienced the following discrimination and unfair treatment: (1) they worked for 12 hours, from 6:00 a.m. to 6:00 p.m. and even worked for 24 to 36 hours straight for the actual fishing, with only two hours of break; and (2) the ship captain was cruel and oppressive and would shout and order them to get back to work even if they have not yet finished their meal, and would throw objects at the crew members if they were slow in accomplishing their tasks.<sup>16</sup> In November and December 2013, they informed their supervisor about said treatment, and that they already wanted to disembark from the vessel. They were told to write their names on a piece of paper. All 45 crew members, 12 of which were Filipinos, opted to go back to their respective home country.<sup>17</sup>

Before Campoid was repatriated in December 2013, the vessel's captain asked him to sign a document which he was not able to fully read because the former shouted "no need to read, no need to read." Campoid was constrained to sign because the ship captain threatened to withhold his plane ticket. After signing the document, the ship captain gave him US\$137 instead of US\$200 which was his remaining pay on board after deductions and payment for the cigarettes that he got from the ship captain.<sup>18</sup> Throughout his five-month employment, Campoid received a total of US\$250 only. He never received any commission from the ship captain as represented by Modina. Neither was there overtime pay or vacation leave pay.<sup>19</sup>

When Campoid arrived in Manila, he immediately proceeded to Seahouse and raised the issues anent their working conditions on board the vessel. Instead of addressing said concerns, the Seahouse personnel demanded the surrender of Campoid's passport and seafarer's book. Campoid did not heed the order and instead went back to Iloilo City. Afterwards, he was able to confirm with his wife that Seahouse merely remitted a small portion of his salary. Having all these incidents in mind, Campoid initiated a labor complaint against respondents Seahouse and Pacific.<sup>20</sup>

### **Version of the Respondents**

Seahouse presented its version of facts, as summarized by the NLRC:

Respondent Seahouse, on the other hand, avers that its primary line of business is the recruitment and deployment of workers for foreign fishing vessels. Applicants would approach it in its principal office and fill out the requirements for their deployment. Once it finds an employer for the applicant, it will exert all efforts under the rules of the POEA to deploy the applicants.

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<sup>16</sup> Id. at 48.

<sup>17</sup> Id.

<sup>18</sup> Id.

<sup>19</sup> Id. at 48-49.

<sup>20</sup> Id. at 49.



The complainant applied with respondent Seahouse aspiring to work for a vessel abroad. He was advised of the usual requirements and the salary that he will receive. For his line of work[,] the usual contractual salary is \$250.00 per month. \$50 will be paid on board and \$50 gross pay shall be given to the family here in the Philippines. The \$50 given to the family will then be deducted for SSS, PAG-IBIG, and PHILHEALTH premiums. The net salary will be deposited to a bank under the name of the family member.

Around July 2013, the complainant was deployed to the Hsiang Chi Chun, an ocean-going fishing vessel owned by respondent Pacific. The term of his contract is for twelve (12) months. He will receive a salary of \$250.00, subject to the above-mentioned means of payment. This is proven by the Contract of Employment of complainant.

During the stint of complainant's employment, respondent Seahouse deposited the amount of \$50.00 representing the gross remittance minus the SSS, PAG-IBIG, and PHILHEALTH premiums to a BPI account with account number 9249-1351-16 under the name of Joy Campoid, his spouse. As evidence, thereof, are the deposit slips from August until November, 2013.

Everything was in order when respondent Seahouse found out that the complainant, along with the different workers resigned from their work in the vessel. This is proven by a Resignation Contract bearing their thumb marks. The complainant was, thereafter, repatriated around December, 2013. With this, respondent Seahouse contacted the workers it deployed, complainant included, and requested them to report to its principal office in San Juan to settle any obligation, claim or other matters concerning their employment. However, the complainant failed to go to the office.

Respondent Seahouse was utterly shocked when it received a complaint for non-payment of wages, under-payment of salary, payment of the unexpired portion of the contract, refund of broker's fees, moral damages, and attorney's fees from the complainant.<sup>21</sup>

### **Ruling of the Labor Arbiter**

In a Decision<sup>22</sup> dated September 29, 2014, the Labor Arbiter found that Campoid was constructively dismissed. Campoid was repatriated to the Philippines on December 21, 2013, prior to the expiration of his 12-month contract.<sup>23</sup> Campoid's resignation was involuntary because of inhumane working conditions and underpayment of wages.<sup>24</sup> On the other hand, Seahouse and Pacific merely denied the accusations without presenting logbooks and sea journals to contradict the same. Hence, absent clear and convincing evidence, their denial had no weight under the law.<sup>25</sup>

The *fallo* of the Decision reads in this wise:

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<sup>21</sup> Id. at 49-50.

<sup>22</sup> Id. at 37-42.

<sup>23</sup> Id. at 38.

<sup>24</sup> Id. at 38-40.

<sup>25</sup> Id. at 40.

**WHEREFORE**, premises considered, We render judgment finding complainant to have been illegally dismissed, and consequently hold respondents Seahouse Fishery and Aquatic Resources, Incorporated and Pacific Live Fish Company solidarily liable to complainant in the amount of [P]133,263.07, representing complainant's refunds of airfare, placement fee, training fee, moral damages, exemplary damages, as well as the sum of US\$2,161.50, comprising the latter's overtime pay, wage differentials, three (3) months salary of the unexpired portion of the contract, to be paid in Philippine currency at the exchange rate prevailing during the time of actual payment. And finally, ten percent (10%) attorney's fees.

Respondents are directed to deposit the foregoing amounts with the Cashier of this Branch within ten days from receipt of this Decision.

All other claims are dismissed for lack of merit.

SO ORDERED.<sup>26</sup>

Aggrieved, Seahouse elevated the case before the NLRC.<sup>27</sup>

### **Ruling of the National Labor Relations Commission**

In its May 29, 2015 Decision,<sup>28</sup> the NLRC granted Seahouse's appeal and held that Seahouse is not guilty of constructive dismissal. It, however, ordered Seahouse to pay Campoid the amount of USD\$594.00 corresponding to the latter's wage differential and 10% attorney's fees.<sup>29</sup> Procedurally, the NLRC resolved that the surety bond posted by Seahouse was substantial and compliant, which perfected its appeal. On the substantive aspect, Campoid was neither discriminated nor demoted in his work at the vessel as a fisherfolk. The presumption that the ordinary course of business has been followed will prevail unless rebutted by proof to the contrary.<sup>30</sup> In addition, Campoid's allegation that the ship captain was cruel and oppressive remained as such absent evidence of said character. Even granting such to be true, Seahouse was not aware nor did it sanction such discriminating behavior. Campoid's allegations should have been supported by evidence when he could have gathered the statements of the other crew members to corroborate his experience under the ship captain's leadership.<sup>31</sup> Lastly, there being no constructive dismissal, the monetary awards were deleted except for wage differentials and attorney's fees.<sup>32</sup>

The dispositive portion of the Decision reads:

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<sup>26</sup> Id. at 41-42.

<sup>27</sup> Id. at 45.

<sup>28</sup> Id. at 45-58.

<sup>29</sup> Id. at 57.

<sup>30</sup> Id. at 53.

<sup>31</sup> Id. at 54-55.

<sup>32</sup> Id. at 57.

**WHEREFORE**, premises considered, respondent Seahouse Fishery and Aquatic Resources, Inc.'s appeal is **PARTIALLY GRANTED**. Seahouse Fishery and Aquatic Resources, Inc. is held not guilty of constructive dismissal and is ordered to pay the complainant the amount of US Dollars: Five Hundred Ninety Four Only (\$594.00) representing Wage Differentials and 10% Attorney's Fees.

**SO ORDERED.**<sup>33</sup>

Consequently, Campoid filed a Petition for *Certiorari*<sup>34</sup> before the CA ascribing grave abuse of discretion amounting to lack or excess of jurisdiction on the part of the NLRC for holding that he was not constructively dismissed and for deleting the monetary awards in his favor.<sup>35</sup>

### **Ruling of the Court of Appeals**

In its March 14, 2018 Decision,<sup>36</sup> the appellate court dismissed Campoid's petition. It held that Campoid's allegations that he was forced to tender his resignation because of the ship captain's cruelty had no factual backbone on the records.<sup>37</sup> Campoid's allegations were self-serving and had fallen short of the required substantial evidence in labor disputes. Campoid merely supported his contentions with his own affidavit and that of his wife. The CA could not conclude that Campoid was constructively dismissed on the sole basis of the signed resignation letter. It also sustained the deletion of the monetary awards and the order to pay wage differential and attorney's fees.<sup>38</sup>

The dispositive portion of its Decision reads:

**WHEREFORE**, premises considered, the petition for *certiorari* is dismissed for lack of merit.

**SO ORDERED.**<sup>39</sup>

Unrelenting, Campoid filed the instant petition<sup>40</sup> raising the following issues:

- I. The quitclaim relied upon by the respondents is invalid.
- II. The petitioner was constructively dismissed.
- III. The petitioner is entitled to his money claims and reimbursement of his expenses.
- IV. The respondents are liable for damages and attorney's fees.<sup>41</sup>

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<sup>33</sup> Id.

<sup>34</sup> *CA rollo*, pp. 3-21.

<sup>35</sup> *Rollo*, p. 70.

<sup>36</sup> Id. at 63-74.

<sup>37</sup> Id. at 71-72.

<sup>38</sup> Id. at 72-73.

<sup>39</sup> Id. at 74.

<sup>40</sup> Id. at 14-31.

<sup>41</sup> Id. at 21.

Campoid argues that he was illegally dismissed because the resignation letter relied upon by Seahouse and Pacific was executed involuntarily, hence, invalid. Said letter was unilaterally prepared and printed in Chinese language with an alleged Filipino translation. Seahouse and Pacific, not him, should show proof that the resignation or quitclaim was made voluntarily.<sup>42</sup> It is illogical that one resigns and then files a complaint for illegal dismissal. Were it not for the inhumane working conditions, the crew members, including Campoid, would not have relinquished their work.<sup>43</sup> The clear discrimination became unbearable leaving Campoid with no option but to forgo his employment.<sup>44</sup> As a result of such illegal and constructive dismissal, he is entitled to money claims including wage differentials, refund of airfare, placement fee and training fee, and the three-month salary of the unexpired portion of the POEA-approved contract as against Seahouse and Pacific who are solidarily liable.<sup>45</sup> Lastly, Seahouse and Pacific are liable to pay him moral and exemplary damages as well as attorney's fees.<sup>46</sup>

In its Comment,<sup>47</sup> Seahouse asserts that when a resignation letter was submitted, said employee should prove that the letter was made involuntarily. Bare allegations of constructive dismissal cannot be given credence.<sup>48</sup> In addition, the employee must first establish the fact of dismissal before the employer bears the burden of proving that the dismissal was legal. Because if there was no dismissal, there is no question of legality or illegality.<sup>49</sup> Campoid's allegations, especially that of constructive dismissal, were neither supported nor corroborated, hence, insufficient even to the level of substantial evidence.<sup>50</sup> Furthermore, Seahouse maintains that since Campoid was not illegally dismissed, it is not liable to reimburse his airfare, placement and training fees, and to pay the unexpired portion of his contract as well as moral and exemplary damages.<sup>51</sup>

### Issue

All told, the sole issue before this Court is whether the CA correctly dismissed the petition for *certiorari* upon a finding that the NLRC did not commit grave abuse of discretion.

### Our Ruling

The petition lacks merit.

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<sup>42</sup> Id. at 22.

<sup>43</sup> Id. at 23.

<sup>44</sup> Id. at 24-25.

<sup>45</sup> Id. at 25-29.

<sup>46</sup> Id. at 29.

<sup>47</sup> Id. at 83-94.

<sup>48</sup> Id. at 85-86.

<sup>49</sup> Id. at 88.

<sup>50</sup> Id. at 89-90.

<sup>51</sup> Id. at 90-92.

In labor cases, a petition for review on *certiorari* pursuant to Rule 45 of the Rules of Court filed before this Court is the recourse from the decision or resolution rendered by the CA in accordance with Rule 65 of the Rules of Court, which determines whether the NLRC committed grave abuse of discretion in the disposition of the case.<sup>52</sup> Procedurally, this Court probes into “the legal errors that the CA may have committed in determining the presence or the absence of grave abuse of discretion in the NLRC decision that it reviewed.”<sup>53</sup> *OSM Maritime Services, Inc. v. Go*<sup>54</sup> defines grave abuse of discretion in this wise:

[G]rave abuse of discretion may be ascribed to the NLRC when its findings and conclusions are not supported by substantial evidence, which refers to that amount of relevant evidence that a reasonable mind might accept as adequate to justify a conclusion.<sup>55</sup>

This Court is tasked to review whether the CA appropriately found that the NLRC acted within its jurisdiction. The CA is left with no other option but to dismiss the petition before it upon a finding that the NLRC’s decision is backed up by pertinent laws and applicable jurisprudence, and pursuant to the proffered pieces of evidence, and the required degree of proof in labor cases. Substantial evidence is more than just a *scintilla* of evidence. It is rather real and not merely apparent.<sup>56</sup> Consequently, the role of this Court is not to determine whether Campoid was dismissed in its factual sense, but to resolve whether the CA properly dismissed the petition thereby decreeing that the NLRC did not commit grave abuse of discretion.

We hold that the CA correctly dismissed the petition considering that the NLRC acted within its jurisdiction and the latter’s decision was founded on laws and jurisprudence.

For one, the burden rests on the employee to first establish the fact of dismissal by substantial evidence, then the employer shall bear the burden to prove that the dismissal was legal.<sup>57</sup> *Rodriguez v. Sintron Systems, Inc.*<sup>58</sup> expounded:

In illegal dismissal cases, before the employer must bear the burden of proving that the dismissal was legal, the employee must first establish by substantial evidence the fact of his dismissal from service. Obviously, **if there is no dismissal, then there can be no question as to its legality or illegality.** As an allegation is not evidence, it is elementary that a party alleging a critical

<sup>52</sup> *Magsaysay Maritime Corporation v. Heirs of Buenaflor*, G.R. No. 227447, June 23, 2020.

<sup>53</sup> *Id.*

<sup>54</sup> G.R. No. 238128, February 17, 2021, citing *University of Sto. Tomas v. Samahang Manggagawa ng University of Sto. Tomas*, 809 Phil. 212, 220 (2017).

<sup>55</sup> *Id.*

<sup>56</sup> *Maryville Manila, Inc. v. Espinosa*, G.R. No. 229372, August 27, 2020, citing *Ventis Maritime Corporation v. Salenga*, G.R. No. 238578, June 8, 2020.

<sup>57</sup> *Rodriguez v. Sintron Systems, Inc.*, G.R. No. 240254, July 24, 2019.

<sup>58</sup> G.R. No. 240254, July 24, 2019.



fact must support his allegation with substantial evidence. Bare allegations of dismissal, when uncorroborated by the evidence on record, cannot be given credence.<sup>59</sup> (Emphasis supplied. Citations omitted)

Contrary to Campoid's assertion, it is not for Seahouse nor Pacific to prove that the tendered resignation letter was valid and executed voluntarily. Since Campoid contended that he was illegally or constructively dismissed, he must first establish the fact of his severance from sea duties. He claimed that he was illegally and constructively dismissed when they were subjected to utter discrimination while performing their tasks on the vessel which prompted them to take the leap and forgo their work. While his narration of the cruelties that transpired on the vessel may pass the definition of constructive dismissal, said statements remained uncorroborated. The employee is tasked to prove the acts amounting to constructive dismissal with particularity. Campoid's evidence had fallen short of the degree of proof required. *Italkarat 18, Inc. v. Gerasmio*<sup>60</sup> declared:

**Based on the foregoing discussion, it is therefore not enough for Juraldine to allege that he was threatened and thereafter misled to resign in order for the tribunals and courts to rule that he was constructively dismissed.** Juraldine must prove with particularity the alleged acts of coercion and intimidation which led him to resign. This, Juraldine failed to do.<sup>61</sup> (Emphasis supplied)

In addition, the existence of the resignation letter or quitclaim, absent substantial proof that its execution was tarnished with irregularities, negates the fact that Campoid and his other crew members were dismissed. It was even mentioned that they informed their supervisor of their intention to disembark and return to their respective home country due to the unfavorable work conditions they experienced, which led to the preparation of the resignation letter. There being no other evidence to corroborate Campoid's assertion that such was invalid as they were merely made to sign without fully understanding the contents thereof, this Court is inclined to consider the resignation letter or quitclaim as valid.

The situation would have been different if Campoid was able to secure the sworn statements or affidavits of his crew members who witnessed and encountered the same discrimination, insensibility and cruelty. This Court detailed in *JR Hauling Services v. Solamo*<sup>62</sup> that securing the affidavits of several co-workers may satisfy the required substantial evidence to prove the charge against the employee who was the subject of the illegal dismissal. Unfortunately, Campoid failed to secure even a single affidavit of a co-

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<sup>59</sup> *Rodriguez v. Sintron Systems, Inc.*, supra.

<sup>60</sup> G.R. No. 221411, September 28, 2020.

<sup>61</sup> *Italkarat 18, Inc. v. Gerasmio*, supra.

<sup>62</sup> G.R. No. 214294, September 30, 2020, citing *Lopez v. Alturas Group of Companies*, 663 Phil. 121, 129 (2011).

worker who would have corroborated his statements and claims against Seahouse and Pacific.

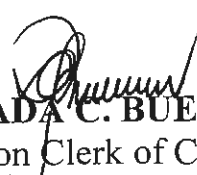
Consequently, since the NLRC correctly resolved that no illegal nor constructive dismissal occurred, and that the CA accurately found no grave abuse of discretion, this Court further holds that the money claims should be denied except for the corresponding wage differentials and 10% attorney's fees since Campoid's basic pay was not completely paid without justification pursuant to *Jalit, Sr. v. Cargo Safeway, Inc.*<sup>63</sup>

**WHEREFORE**, the petition is **DENIED**. The March 14, 2018 Decision and February 22, 2019 Resolution of the Court of Appeals in CA-G.R. SP No. 09626 are **AFFIRMED**.

The Memorandum of counsel for respondent Seahouse and Aquatic Resources, Inc., in compliance with the Resolution dated July 11, 2022; the petitioner's Manifestation, Compliance and Submission (Re: Notice of Resolution dated July 11, 2022), submitting the thereto attached petitioner's memorandum with annexes; and the petitioner's Memorandum, in compliance with the Resolution dated July 11, 2022; are all **NOTED**; Padernal and Paras Law Offices, counsel for respondent Seahouse Fishery and Aquatic Resources, Inc., is required to **MANIFEST**, within five days, if it is also representing respondents Pacific Live Fish Company and MV Hsiang Chi Chun; the petitioner is required to **SUBMIT**, within five days from notice hereof, a verified declaration of the electronic copy in PDF file of the signed manifestation, compliance and submission and the electronic copy in PDF file of the signed memorandum pursuant to the Resolution dated February 22, 2022 in A.M. Nos. 10-3-7-SC and 11-9-4-SC; and the petitioner's compliance with the Resolution dated July 11, 2022 is **DISPENSED WITH**.

**SO ORDERED."**

**By authority of the Court:**

  
**LIBRADA C. BUENA**  
Division Clerk of Court<sup>1124</sup>

by:

**MARIA TERESA B. SIBULO**  
Deputy Division Clerk of Court

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**MAR 27 2023**

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<sup>63</sup> G.R. No. 238147, September 29, 2021, citing *Alva v. High Capacity Security Force, Inc.*, 820 Phil. 677, 689 (2017).

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