



Republic of the Philippines  
**Supreme Court**  
Manila

**THIRD DIVISION**

**NOTICE**

Sirs/Mesdames:

*Please take notice that the Court, Third Division, issued a Resolution dated **January 25, 2023**, which reads as follows:*

**“G.R. No. 259906 (Formerly UDK 17340) – GBMLT MANPOWER SERVICES, INC., JOSEPHINE L. KADIR, and SPECIALIZED INDUSTRIAL SERVICES CO. LTD.,\* petitioners, versus JOWIE M. ONG, respondent. - The Court:**

- (1) **GRANTS** petitioners’ motion for extension of thirty (30) days from the expiration of the reglementary period within which to file a petition for review on *certiorari*;
- (2) **NOTES:**
  - (a) the Manifestation on Filing of Petition by Registered Mail by petitioner Josephine L. Kadir, stating that on November 19, 2021, one of their staff went to the Court to personally file the petition, however, the receiving clerk of the Court informed the staff that since there was a motion for extension that was earlier filed by mail, the petition for review on *certiorari* should also be filed by mail, hence, they were compelled to file the petition *via* registered mail; and
  - (b) petitioners’ *Ex-Parte* Manifestation dated April 8, 2022, in relation to the Letter dated March 4, 2022 of the Judicial Records Office, this Court, submitting the updated BDO Postal Money Order (PMO) as replacement of the returned defective checks with prayer that the attached updated PMOs be admitted as payment for the docket and other legal fees in this case; and
- (3) **DIRECTS** petitioners to **REPLACE** the stale Postal Money Orders within five (5) days from notice.

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\* Also appears as Specialized Industrial Co., Ltd. in some parts of the *rollo*.

The Petition for Review on *Certiorari*<sup>1</sup> (Petition) lacks merit.

Petitioners insist that respondent is not entitled to overtime pay. They argue that: (1) respondent is a managerial employee and therefore not entitled to overtime pay under the Labor Code; (2) the Philippine Overseas Employment Administration Standard Employment Contract for Various Skills<sup>2</sup> (POEA-SEC) cannot prevail over the Labor Code as it is a mere *pro forma* contract which the parties just fill in the blanks without consideration as to whether the employee is managerial or not; (3) the inclusion of the provision on overtime pay in the POEA-SEC does not necessarily mean that the parties intended the same to apply to respondent; (4) the provision on payment of overtime pay in the POEA-SEC is contrary to law; (5) the company policy excludes respondent from payment of overtime pay; (6) even the labor laws of Saudi Arabia excludes respondent from payment of overtime pay; and (7) at any rate, respondent failed to prove by substantial evidence that he rendered overtime work.<sup>3</sup>

The foregoing arguments are mere rehash of those raised before and passed upon by the labor tribunals and the Court of Appeals (CA). Besides, through the present Petition, petitioners would have the Court re-examine the uniform factual findings of the Labor Arbiter (LA), the National Labor Relations Commission (NLRC), and the CA, which is clearly outside the ambit of judicial review under Rule 45 of the Rules of Court.

The Court has consistently held that, in a petition for review on *certiorari* under Rule 45 of the Rules of Court, only questions of law may be put in issue and questions of facts will not be entertained.<sup>4</sup> It is also settled that the factual findings of quasi-judicial agencies, such as the LA and the NLRC, are generally accorded not only respect, but at times, even finality because of the special knowledge and expertise gained by these agencies from handling matters falling under their specialized jurisdiction.<sup>5</sup> While there are instances where the Court admits of exception<sup>6</sup> to this rule, the Court finds no cogent reason to deviate from the findings of the LA, the NLRC, and the CA in this case.

At any rate, the Court still finds no reversible error on the part of the CA. Indeed, the provisions of the POEA-SEC leave no doubt that respondent is entitled to overtime pay. Contractual obligations, such as those contained

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<sup>1</sup> *Rollo*, pp. 11-29, excluding Annexes.

<sup>2</sup> *Id.* at 48-52.

<sup>3</sup> *Id.* at 15-26.

<sup>4</sup> *Century Iron Works, Inc. v. Bañas*, 711 Phil. 576, 585 (2013).

<sup>5</sup> *Symex Security Services, Inc. v. Rivera, Jr.*, 820 Phil. 653, 670 (2017).

<sup>6</sup> INTERNAL RULES OF THE SUPREME COURT (2010), Rule 3, Sec. 4.

in the POEA-SEC, have the force of law between the parties and should be complied with in good faith. Accordingly, respondent should be compensated for the overtime work he rendered for petitioners.

The Court, however, deems it proper to also award respondent moral and exemplary damages amounting to One Hundred Thousand Pesos (₱100,000.00) each. In labor cases, moral damages are awarded when the employer acted in bad faith or fraud, or in a manner oppressive to labor or contrary to morals, good customs, or public policy.<sup>7</sup> Meanwhile, exemplary damages are awarded when the employer acted “in a wanton, fraudulent, reckless, oppressive, or malevolent manner,”<sup>8</sup> and “to deter employers from committing the same or similar acts.”<sup>9</sup>

Here, the LA found that respondent was constrained to sign the Release and Quitclaim,<sup>10</sup> Affidavit of Agreement,<sup>11</sup> and Affidavit of No Claim and Obligation Form<sup>12</sup> (quitclaims) because petitioner Specialized Industrial Services Co. Ltd. (SISCO), his foreign employer, was holding on to his travel documents, *i.e.*, passport and exit visa.<sup>13</sup>

Petitioner SISCO’s act of withholding respondent’s travel documents and conditioning the release thereof upon his execution of the quitclaims amounts to bad faith. At that time, respondent no longer has any gainful employment. His continued stay in a foreign country will only result in further expenses and uncertainty. Petitioner SISCO took advantage of this situation and left respondent with no other recourse but to do its bidding. The award of moral damages is, therefore, in order.

Withholding the employee’s travel documents is a practice all too frequently resorted to by foreign employers. Thus, to serve as a warning and to remind employers to respect the rights of their employees and to treat them with fairness at all times, exemplary damages are also awarded.

Finally, respondent is also entitled to attorney’s fees in accordance with Article 2208<sup>14</sup> of the Civil Code.

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<sup>7</sup> *Montinola v. Philippine Airlines*, 742 Phil. 487, 491 and 505 (2014).

<sup>8</sup> *Id.* at 511.

<sup>9</sup> *Leo’s Restaurant and Bar Cafe v. Densing*, 797 Phil. 743, 762 (2016).

<sup>10</sup> *Rollo*, p. 55.

<sup>11</sup> *Id.* at 56.

<sup>12</sup> *See id.* at 83.

<sup>13</sup> *Id.* at 75 and 82.

<sup>14</sup> ART. 2208. In the absence of stipulation, attorney’s fees and expenses of litigation, other than judicial costs, cannot be recovered, except:

**WHEREFORE**, the Petition for Review on *Certiorari* is **DENIED**. The Decision<sup>15</sup> dated October 28, 2020 and Resolution<sup>16</sup> dated October 1, 2021 of the Court of Appeals in CA-G.R. SP No. 160338 are **AFFIRMED** with **MODIFICATION**. Petitioners GBMLT Manpower Services, Inc., Josephine L. Kadir, and Specialized Industrial Services Co. Ltd. are hereby likewise **ORDERED** to pay respondent Jowie M. Ong, jointly and severally, moral damages amounting to One Hundred Thousand Pesos (₱100,000.00), exemplary damages likewise amounting to One Hundred Thousand Pesos (₱100,000.00), and attorney's fees equivalent to ten percent (10%) of the total monetary award.

**SO ORDERED."**

By authority of the Court:

**MISAEAL DOMINGO C. BATTUNG III**  
*Division Clerk of Court*

By:

  
**RUMAR D. PASION**  
*Deputy Division Clerk of Court*

JB 3/28/23

Ms. Josephine L. Kadir  
Petitioner  
GBMLT MANPOWER SERVICES, INC.  
1537 M.H. Del Pilar St., Ermita  
1000 Manila

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- (1) When exemplary damages are awarded;
  - (2) When the defendant's act or omission has compelled the plaintiff to litigate with third persons or to incur expenses to protect his interest;
  - (3) In criminal cases of malicious prosecution against the plaintiff;
  - (4) In case of a clearly unfounded civil action or proceeding against the plaintiff;
  - (5) Where the defendant acted in gross and evident bad faith in refusing to satisfy the plaintiff's plainly valid, just and demandable claim;
  - (6) In actions for legal support;
  - (7) In actions for the recovery of wages of household helpers, laborers and skilled workers;
  - (8) In actions for indemnity under workmen's compensation and employer's liability laws;
  - (9) In a separate civil action to recover civil liability arising from a crime;
  - (10) When at least double judicial costs are awarded;
  - (11) In any other case where the court deems it just and equitable that attorney's fees and expenses of litigation should be recovered.

In all cases, the attorney's fees and expenses of litigation must be reasonable.

<sup>15</sup> *Rollo*, pp. 32-38. Penned by Associate Justice Eduardo B. Peralta, Jr. and concurred in by Associate Justices Louis P. Acosta and Alfredo D. Ampuan.

<sup>16</sup> *Id.* at 40-42.

GBMLT MANPOWER SERVICES, INC.  
1537 M.H. Del Pilar St., Ermita  
1000 Manila

Specialized Industrial Services Co., Ltd.  
Petitioner  
c/o GBMLT MANPOWER SERVICES, INC.  
1537 M.H. Del Pilar St., Ermita  
1000 Manila

COURT OF APPEALS  
CA G.R. SP No. 160338  
1000 Manila

Mr. Jowie M. Ong  
Respondent  
No. 64 Purok 1 Balsik, Hermosa  
2111 Bataan

NATIONAL LABOR RELATIONS COMMISSION  
Ben-Lor Building  
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1103 Quezon City  
(NLRC LAC No. [OFW-L]-10-000783-18)

NATIONAL LABOR RELATIONS COMMISSION  
Regional Arbitration Branch No. III  
City of San Fernando, Pampanga  
(NLRC Case No. RAB-III-OFW-05-27456-18)

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**G.R. No. 259906**

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