



Republic of the Philippines  
**Supreme Court**  
Manila

SECOND DIVISION

**PRINCESS JOY PLACEMENT AND  
GENERAL SERVICES, INC.,**

Petitioner,

**G.R. No. 197005**

Present:

CARPIO, J.,  
Chairperson,  
BRION,  
DEL CASTILLO,  
PEREZ, and  
PERLAS-BERNABE, JJ.

- versus -

**GERMAN A. BINALLA,**  
Respondent.

Promulgated:

JUN 04 2014 *HM Cabalag/Projecto*

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**RESOLUTION**

**BRION, J.:**

We resolve the motion for reconsideration<sup>1</sup> of the Court's Resolution<sup>2</sup> dated August 8, 2011 denying the petition for review on *certiorari*<sup>3</sup> filed by Princess Joy Placement and General Services, Inc. (*Princess Joy*) for failure to sufficiently show any reversible error in the decision<sup>4</sup> dated May 6, 2010 and resolution<sup>5</sup> dated May 23, 2011 of the Court of Appeals in CA-G.R. SP No. 102285.

<sup>1</sup> Rollo, pp. 553-573.

<sup>2</sup> Id. at 552.

<sup>3</sup> Id. at 37-62; filed by petitioner Princess Joy Placement and General Services, Inc., under Rule 45 of the Rules of Court.

<sup>4</sup> Id. at 10-26 and 68-84; penned by Associate Justice Ruben C. Ayson, and concurred in by Associate Justices Amelita G. Tolentino and Normandie B. Pizarro.

<sup>5</sup> Id. at 28-29 and 86-87.

*Am*

### **The Antecedents**

On August 9, 2004, respondent German A. Binalla filed a complaint<sup>6</sup> against local manning agent CBM Business Management and Manpower Services (**CBM**) and/or Princess Joy/Al Adwani General Hospital (**Al Adwani**) for various money claims arising from his employment with Al Adwani, in Taif, Saudi Arabia from April 19, 2002 to April 28, 2004.

Binalla, a registered nurse, alleged that in April 2002, he applied for employment with Princess Joy who referred him to Reginaldo Paguio and Cynthia Latea for processing of his papers. After completing his documentary requirements, he was told that he would be deployed to Al Adwani. On April 12, 2002, he signed a four-year contract<sup>7</sup> with Al Adwani as staff nurse. He paid Latea ₱4,500.00 and Paguio, ₱3,000.00, although no receipts were issued to him. Later, he was given a telegram notifying him of his departure on April 19, 2002.

Binalla further alleged that on the day of his departure, Paguio met him at the airport and gave him a copy of his employment contract, plane ticket, passport, a copy of his Overseas Employment Certificate from the Philippine Overseas Employment Administration (**POEA**) and other documents. It was only after boarding his Saudi Arabia Airlines plane that he examined his papers and discovered that CBM was his deploying agency. Under the contract certified by the POEA,<sup>8</sup> his salary was supposed to be US\$550.00 for twenty-four (24) months or for two years.

Binalla also saw that under the four-year contract he signed, his monthly salary was only 1,500 Saudi Riyals (**SR**) equivalent to \$400. Left with no choice as he was then already bound for Saudi Arabia, he worked under his contract for only two years and returned to the Philippines in April 2004 after posting a bond of SR 3,000.00, supposedly to guarantee that he would come back to finish his contract.

Upon his return to the Philippines, Binalla verified his employment contract with the POEA. He learned that the POEA indeed certified a different contract for him, with CBM as his recruiting or deploying agency. He disowned the contract, claiming that his supposed signature appearing in the document was a forgery. Out of frustration, he opted not to return to Saudi Arabia to complete his four-year contract.

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<sup>6</sup> Id. at 89.

<sup>7</sup> Id. at 117-120

<sup>8</sup> Id. at 126-130.

Binalla argued before the labor arbiter that he was “re-processed” – an arrangement where Princess Joy recruited and deployed him, but made it appear that it was undertaken by CBM under a different contract submitted to and certified by the POEA. He complained that he was made to work under an inferior contract and that Al Adwani itself violated the terms of his four-year contract as follows: (1) withholding his initial salary of SR1,500 purportedly as a bond to ensure the completion of the contract; (2) deducting SR 250 from his salary for six months as reimbursement for his placement fee of SR1,500; (3) non-payment of his overtime pay for his two years work; (4) refusal to allow him to avail of his 15-day vacation leave and 15-day sick leave equivalent to one month’s salary; (5) deduction of SR 50 a month (total of SR 1,200) for board and lodging and food allowance which were supposed to be free; and (6) requiring him to post a bond equivalent to three months salary to guarantee that he would return (to complete his contract) when he applied for a vacation leave after two years of work.

Despite the service of summons to Princess Joy and CBM, it was only Princess Joy which made submissions to the labor arbiter. It denied that it recruited and deployed Binalla for overseas employment, repudiating the involvement of Paguio and Lateo in Binalla’s engagement by Al Adwani. It claimed that the two were not among its officers, employees and representatives registered with the POEA. It alleged that it was not Al Adwani’s Philippine agent, but CBM. It likewise denied that it participated in the four-year contract presented in evidence by Binalla, claiming that it was not even an employment contract as it was only Binalla who signed it; neither did it “re-process” him. If at all, it argued, the “repro-scheme” committed by Paguio and Lateo constituted a prohibited recruitment practice outside the labor arbiter’s jurisdiction.

### **The Compulsory Arbitration Rulings**

In his decision<sup>9</sup> dated October 28, 2005, Labor Arbiter (LA) Fructuoso T. Aurellano of the National Labor Relations Commission’s Regional Arbitration Branch No. V found merit in the complaint. LA Aurellano considered the complaint a money claim and therefore within his jurisdiction under the law.<sup>10</sup> LA Aurellano found that Princess Joy and CBM jointly undertook Binalla’s recruitment and deployment in Saudi Arabia through “reprocessing.” He found credible Binalla’s contention that Paguio and Lateo, who processed his papers, were working for Princess Joy, taking

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<sup>9</sup> Id. at 135-146.

<sup>10</sup> Republic Act No. 8042 (1995), Sec. 10.

special note of the “ticket/telegram/advise”<sup>11</sup> (with mention of “Princess Joy” and “Regie” [Paguio]), handed by Paguio to Binalla.

LA Aurellano declared CBM and Princess Joy jointly and severally liable to pay Binalla (1) US\$3,500.00 in salary differentials for two years; (2) SR 1,500.00 or \$400.00 representing six months’ salary deduction as bond to ensure completion of Binalla’s four-year contract; (3) \$9,900.00 in overtime pay; (4) \$550 in vacation leave and sick leave credits; (5) SR 1,200 in reimbursement of monthly deductions for board and lodging; (6) SR 3,000.00 in reimbursement of the vacation bond; (7) ₱500,000.00 in moral damages; (8) ₱500,000.00 in exemplary damages; and (9) 10 % in attorney’s fees.<sup>12</sup>

Princess Joy appealed the LA’s ruling by filing with the NLRC a Notice of Appeal,<sup>13</sup> a Memorandum of Appeal,<sup>14</sup> and a Motion to Reduce and Fix Bond,<sup>15</sup> all dated November 24, 2005, accompanied by a surety bond of ₱250,000.00 for LA Aurellano’s monetary award of ₱800,875.00, exclusive of damages. Binalla opposed the motion, contending that the appeal was made in violation of the NLRC rules.

On May 12, 2006, the NLRC issued an order<sup>16</sup> allowing Princess Joy to post the balance of the appeal bond to make it equal to ₱800,875.00. Binalla moved for reconsideration and opposed the posting of the additional bond. Through a Compliance<sup>17</sup> dated July 21, 2006, Princess Joy posted with the NLRC the required additional bond of ₱550,875.00. The NLRC then acted on the appeal and issued a resolution<sup>18</sup> dated July 27, 2007 reversing LA Aurellano’s decision.

The NLRC ruled that the facts and evidence of the case do not establish “reprocessing” as the means for Binalla’s deployment to Saudi Arabia. It declared that, on the contrary, substantial evidence existed pointing to CBM’s sole liability as the recruiting and deploying agent of Binalla. It refused to give credit to the ticket telegram/advice Binalla submitted in evidence to establish Princess Joy’s liability as it was merely an unsigned and unauthenticated printout with no indication of its source, purpose, or the entity to whom it is addressed.

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<sup>11</sup> *Rollo*, p. 116.

<sup>12</sup> *Id.* at 145.

<sup>13</sup> *Id.* at 147-149.

<sup>14</sup> *Id.* at 154-172.

<sup>15</sup> *Id.* at 175-177.

<sup>16</sup> *Id.* at 229-231.

<sup>17</sup> *Id.* at 232-233.

<sup>18</sup> *Id.* 252-263.

In the matter of CBM's liability, the NLRC stressed that while the agency waived its right to present evidence for its non-appearance, it can be held liable – together with Al Adwani – only for causes of action raised in the complaint and were duly proven. It pointed out that the complaint (the standard form) filed by Binalla mentioned only non-payment of salaries, overtime pay, vacation/sick leave pay and refund of alleged salary deductions, including placement fee, plus attorney's fees. The NLRC thus deleted the award to Binalla of salary differentials, food allowance, and moral and exemplary damages. Accordingly, it awarded Binalla \$2,200.00 in unpaid salaries for four months; \$550.00 for unused vacation and sick leave credits, plus 10% attorney's fees.

Binalla moved for reconsideration, but the NLRC denied the motion,<sup>19</sup> prompting him to seek relief from the CA through a petition for *certiorari* under Rule 65 of the Rules of Court. He charged the NLRC of grave abuse of discretion in (1) entertaining Princess Joy's appeal despite its failure to post an appeal bond within the ten-day appeal period; and (2) not appreciating the "reprocessing scheme" employed by Princess Joy in his deployment to Al Adwani.

### **The CA Decision**

In its decision of May 6, 2010,<sup>20</sup> the CA granted the petition and set aside the NLRC rulings. It found that the NLRC committed grave abuse of discretion when it decided the appeal on the merits despite Princess Joy's failure "to comply with the essential requirement to perfect an appeal."<sup>21</sup> It emphasized that under the law (Article 223 of the Labor Code) and the NLRC rules (Rule VI, Section 6 of the NLRC 2005 Revised Rules of Procedure), in case of a judgment involving a monetary award, an appeal by the employer may be perfected only upon the posting of a cash or surety bond equivalent in amount to the monetary award, exclusive of damages and attorney's fees, within the ten-day appeal period.

The CA found the ₱250,000.00 posted by Princess Joy insufficient in relation to the monetary award of ₱800,875.00. While it acknowledged that Princess Joy moved for a reduction of the bond, it stressed that the employer must post the bond within the 10-day period for appeal inasmuch as the motion does not stop the running of the reglementary period; otherwise, the appeal is not deemed perfected. It noted that the NLRC did not act on

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<sup>19</sup> Id. at 291-292; Resolution dated November 26, 2007.

<sup>20</sup> *Supra* note 4.

<sup>21</sup> Id. at 17, last paragraph.

Princess Joy's motion to reduce and fix bond within the 10-day period. There being no perfected appeal, it opined, the labor arbiter's judgment had become final and executory.

Princess Joy moved for reconsideration, but the CA denied the motion; thus the petition.

### **The Petition**

Princess Joy prays for the reversal of the CA decision on the ground that the appellate court committed a serious reversible error in ruling that it failed to perfect its appeal. It argued that it complied with the requirements of the NLRC rules for perfection of the appeal, including the filing of a motion to reduce bond and the posting of a reasonable amount (₱250,000.00) in relation to the monetary award.

Princess Joy maintains that when the NLRC required the posting of an additional bond in its order of May 12, 2006, within ten days from receipt of the order, it timely posted the additional bond of ₱550,875.00 with supporting documents,<sup>22</sup> thus completing the required bond. It took exception to the CA's opinion that the granting of the motion to reduce bond, as well as the posting of the additional bond set by the NLRC, must be made within the ten-day period. It regarded the CA opinion incorrect, pointing out that this Court had recognized situations where the bond has been validly posted after the ten-day period.<sup>23</sup>

On the merits of the case, Princess Joy insisted that the NLRC correctly ruled that it should be dropped as a party respondent and absolved of liability in the case considering that Binalla's alleged "re-processing" had not been proven. It argued that the individuals he mentioned as having recruited and facilitated his employment abroad were not its employees or agents; also, evidence showed that it was CBM who deployed Binalla to Saudi Arabia.

Further, Princess Joy maintains that even assuming that it is liable, its liability to Binalla should be limited only to validly substantiated claims under the two-year POEA-approved contract. If the claims were under the four-year contract, there is no showing that it was the contract that had been

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<sup>22</sup> *Rollo*, pp. 234-246.

<sup>23</sup> *Coral Point Development Corp. v. NLRC*, 383 Phil. 456 (2000); *Sy v. ALC Industries, Inc.*, 589 Phil. 354 (2008); *Star Angel Handicraft v. NLRC*, G.R. No. 108914, September 20, 1994, 236 SCRA 576; *Erectors, Incorporated v. NLRC*, 279 Phil. 654 (1991); and *Blancaflor v. NLRC*, G.R. No. 101013, February 2, 1993, 218 SCRA 366.

implemented in the jobsite; furthermore, it was not a party to this four-year contract. Lastly, it took exception to the exorbitant award of damages to Binalla – ₱500,000.00 each for moral and exemplary damages.

### **The Court’s Action on the Petition and Related Incidents**

In a Resolution<sup>24</sup> dated August 8, 2011, the Court denied the petition for failure to sufficiently show any reversible error in the assailed judgment of the CA. This prompted Princess Joy to move for reconsideration<sup>25</sup> based on the same arguments in support of the petition. The Court then required Binalla to comment on the motion for reconsideration.<sup>26</sup>

### **Binalla’s Comment**

In his Comment<sup>27</sup> filed without the assistance of counsel, Binalla stands firm on his position that Princess Joy’s appeal to the NLRC was not perfected as it failed to post a bond equivalent in amount to the labor arbiter’s award within the ten-day appeal period.

On the merits of the case, Binalla takes exception to the claim that Princess Joy has been a “victim of gross and manifest injustice.”<sup>28</sup> He submits that on the contrary, he was a victim to the kind of injustice Princess Joy speaks about. He reiterates his deep misgivings over what happened to his employment in Saudi Arabia where he was made to work with a monthly salary of US\$400, which to his knowledge was for four years, only to find out that he was entitled to \$550 and just for two years. He laments that not only was he made to work under a contract inferior to that certified by the POEA; his employer even violated the contract in terms of withholding or non-payment of employee benefits due him. He thus entreats the Court to deny Princess Joy’s motion for reconsideration.

### **The Court’s Ruling**

We **partially** grant the motion for reconsideration.

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<sup>24</sup> *Rollo*, p. 552.

<sup>25</sup> *Id.* at 553-572.

<sup>26</sup> *Id.* at 577.

<sup>27</sup> *Id.* at 579-581.

<sup>28</sup> *Id.* at 579, last paragraph.

### ***The appeal bond issue***

The NLRC committed no grave abuse of discretion in taking cognizance of and acting on Princess Joy's motion to reduce the appeal bond as it is allowed under Rule VI, Section 6 of the NLRC 2005 Revised Rules of Procedure,<sup>29</sup> and the motion was filed within the ten-day appeal period, together with the notice of appeal and the memorandum of appeal. Also, the motion was accompanied by a surety bond of ₱250,000.00, an indication of a genuine effort on the part of the agency to comply with the bond requirement.

Compared with LA Aurellano's award of ₱800,875.00 to Binalla, we find the initial bond posted by Princess Joy reasonable, considering that it is questioning the unusually large amount of the awarded damages. Significantly, the agency posted an additional bond as required by the NLRC in its May 12, 2006 order,<sup>30</sup> thus, bringing the amount equal to the labor arbiter's monetary award. We take this occasion to impress upon the parties that the Court takes a liberal approach on the appeal bond requirement in "the broader interest of justice and with the desired objective of deciding cases on the merits."<sup>31</sup> In *Intertranz Container Lines, Inc. v. Bautista*,<sup>32</sup> the Court reiterated its call for a liberal application of the law and the rules on the appeal bond requirement "with an eye on the interest of substantial justice and the merits of the case."<sup>33</sup>

In this light, the CA committed a reversible error in imputing grave abuse of discretion on the NLRC for acting on the motion to reduce bond even beyond the ten-day appeal period.

### ***The merits of the case***

We now proceed to the substantive aspect of the case which the CA did not pass upon in light of its ruling that the NLRC had lost jurisdiction over the labor dispute for Princess Joy's failure to perfect its appeal. The CA thus was unable to determine whether the NLRC ruling on the merits was tainted with grave abuse of discretion. Under this situation, do we now remand the case to the CA for a review of the NLRC's disposition of the

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<sup>29</sup> *No motion to reduce bond shall be entertained except on meritorious grounds and only upon posting of a bond in a reasonable amount in relation to the monetary award.*

*The mere filing of a motion to reduce bond without complying with the requisites in the preceding paragraph shall not stop the running of the period to perfect the appeal.*

<sup>30</sup> *Supra* note 16.

<sup>31</sup> *Geothermal, Inc v. NLRC*, G.R. No. 106370, September 8, 1994, 236 SCRA 371, 377.

<sup>32</sup> G.R. No. 187693, July 13, 2010, 625 SCRA 75.

<sup>33</sup> *Id.* at 85.

merits of the case or conduct the review ourselves, considering that the case is already almost a decade old counted from the filing of the complaint?<sup>34</sup>

In the course of determining the presence of grave abuse of discretion – a recourse the CA failed to undertake – we believe we can and now should rule on the merits to lay the issues posed finally to rest. Incidentally, in *Metro Eye Security, Inc. v. Salsona*,<sup>35</sup> we emphasized that a remand should be avoided if the ends of justice would not be served. In *Intertranz Container Lines, Inc. v. Bautista*,<sup>36</sup> we expressed the same concern over a more than five-year old illegal dismissal case. As matters now stand, a remand would definitely be a disservice to the ends of justice as it would only prolong the disposition of the case. Significantly, we note that Princess Joy filed a Comment<sup>37</sup> on Binalla’s petition for certiorari before the CA.<sup>38</sup> Thus, the issues have been joined and are ready for adjudication and should forthwith be resolved in the interest of speedy justice.<sup>39</sup>

***Is Princess Joy liable under the complaint?***

After an examination of the facts, we find, contrary to the NLRC ruling, substantial evidence showing that Binalla was employed by Al Adwani in Saudi Arabia through a fraudulent scheme or arrangement, called “reprocessing” or otherwise, participated in by Princess Joy and CBM, as well as by Paguio and Lateo (who worked on the processing and documentation of Binalla’s deployment papers to Al Adwani). Although the scheme enabled Binalla to be employed overseas, his two-year employment was marred from the start by violations of the law on overseas employment.

**First.** Binalla was a victim of contract substitution. He worked under an employment contract whose terms were inferior to the terms certified by the POEA. Under the four-year contract he signed and implemented by his employer, Al Adwani, he was paid only SR1500.00 or US\$400 a month; whereas, under the POEA- certified two-year contract, he was to be paid \$550.00. The POEA-certified contract – for all intents and purposes and despite his claim that his signature on the certified contract was forged – was the contract that governed Binalla’s employment with Al Adwani as it was the contract that the Philippine government officially recognized and which

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<sup>34</sup> Filed on August 9, 2004.

<sup>35</sup> 560 Phil. 632, 641-642 (2007).

<sup>36</sup> *Supra* note 32, at 86.

<sup>37</sup> *Rollo*, pp. 510-524.

<sup>38</sup> *Id.* at 293-311.

<sup>39</sup> *Supra* note 33, at 86-87.

formed the basis of his deployment to Saudi Arabia. Clearly, the four-year contract signed by Binalla substituted for the POEA-certified contract.

Under Article 34 (i) of the Labor Code on *prohibited practices*, “it shall be unlawful for any individual, entity, licensee, or holder of authority to substitute or alter employment contracts approved and verified by the Department of Labor and Employment from the time of actual signing thereof by the parties up to and including the periods of expiration of the same without the approval of the Secretary of Labor.” Further, contract substitution constitutes “*illegal recruitment*” under Article 38 (I) of the Code.

Under the circumstances, Princess Joy is as liable as CBM and Al Adwani for the contract substitution, no matter how it tries to avoid liability by disclaiming any participation in the recruitment and deployment of Binalla to Al Adwani. Before the labor arbiter, Princess Joy claimed that Paguio and Lateo were not its employees/representatives or that the principal piece of evidence relied upon by the labor arbiter, the “ticket/telegram/advise (sic)”<sup>40</sup> handed to Binalla by Paguio had no probative value as it was merely an unsigned and unauthenticated printout or that the four-year employment contract was signed only by Binalla and there was no showing that it was the contract implemented by Al Adwani.

Princess Joy’s protestations fail to convince us. We believe, as the labor arbiter did, that the *ticket telegram/advise* is proof enough that Princess Joy recruited Binalla. We quote with approval LA Aurellano’s observation on the matter:

In the instant case, however, it was fortunate that the complainant was able to hold onto the ticket telegram/advise handed to him by Reginaldo Paguio. Clearly shown thereat, it carried the names “PRINCESS JOY” and “REGIE.” It would not be an unreasonable [presumption] that indeed xxx Princess Joy recruited complainant and that the latter had been transacting with Reginaldo Paguio (REGIE).<sup>41</sup>

The same thing is true with the four-year contract Binalla signed. Again, we quote LA Aurellano’s observation on why Princess Joy’s participation was not indicated in the contract:

We are prepared to accept the postulation that in order to evade possible liability by way of “reprocessing scheme,” the recruiting or

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<sup>40</sup> *Supra* note 11.

<sup>41</sup> *Rollo*, p. 416.

referring agency would as much as possible avoid any documents that would show that it recruited the referred overseas contract worker to another agency for deployment. Thus, the employment contract signed by the overseas contract worker and other documents related to [the] departure would not naturally bear any reference to the referring agency.<sup>42</sup>

Significantly, there is evidence on record that belied Princess Joy's submission that it was not an agent of Al Adwani. We refer to a nine-page Annex "A"<sup>43</sup> to Binalla's motion for reconsideration with the NLRC,<sup>44</sup> showing that Princess Joy entered into recruitment contracts, hired and placed Filipino workers for Al Adwani, through Glenda Chua, Princess Joy's President, Reginaldo Paguio and Cynthia Lateo in 2003 to 2004 which covered the period when Binalla was working for Al Adwani. We consider this evidence relevant—even if it was submitted only on motion for reconsideration with the NLRC-- as it supports LA Aurellano's conclusion that Princess Joy was involved in Binalla's recruitment and deployment to Al Adwani. In *Clarion Printing House, Inc., et al. v. NLRC*,<sup>45</sup> we reiterated the settled rule that the NLRC is not precluded from receiving evidence on appeal as technical rules of evidence are not binding in labor cases. In an earlier case,<sup>46</sup> we allowed the submission of additional evidence in support of the employee's appeal as it did not prejudice the employer since it could submit counter evidence.

**In these lights, we find that the NLRC gravely abused its discretion in ignoring the presence of substantial evidence in the records indicating that Princess Joy is as responsible and, therefore, as liable as CBM in Binalla's fraudulent deployment to Saudi Arabia.**

**Second.** The substitution of Binalla's contract imposed upon him terms and conditions of employment inferior to those provided in the POEA-certified contract, especially in relation to his monthly salary and the term of his contract. **This should be rectified.** There were also Binalla's claims of non-payment or withholding of contractual employee benefits by Al Adwani and imposition of unreasonable financial burden or obligations in the course of his two-year employment. These claims, it bears stressing, had not been disproved by Princess Joy, CBM or Al Adwani. **The claims should be satisfied.** We thus find that, except for the award of damages, all the other items awarded by LA Aurellano are in order. He, however, omitted the reimbursement of Binalla's placement fee. **This must also be rectified.**

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<sup>42</sup> Ibid.

<sup>43</sup> *Rollo*, pp. 336-344.

<sup>44</sup> Id. at 328-332.

<sup>45</sup> 500 Phil. 61, 76 (2005).

<sup>46</sup> *Precision Electronics Corporation v. NLRC*, 258-A Phil. 449, 453 (1989).

***The award of moral and exemplary damages/attorney's fees***

We find the award to Binalla of ₱500,000.00 in moral damages and ₱500,000.00 in exemplary damages excessive. While Princess Joy, CBM and Al Adwani were complicit in the substitution of Binalla's employment contract which resulted in the violation of his rights as an overseas Filipino worker, the award of damages is unusually high, an award that even this Court "does not mete out in labor cases" as we said in the *Intertranz* case.<sup>47</sup> Under the circumstances, we deem an award of ₱50,000.00 in moral damages and ₱50,000.00 in exemplary damages to Binalla to be appropriate.

We affirm the award of attorney's fees to Binalla as he was forced to litigate to vindicate and protect his rights.

**WHEREFORE**, premised considered, we grant the petition **in part**. We **SET ASIDE** the CA rulings and **MODIFY** the resolution of the National Labor Relations Commission dated July 27, 2007. Accordingly, petitioners Princess Joy Placement and General Services and CBM Business Management and Manpower Services are hereby ordered to pay, jointly and severally, German A. Binalla, the following:

1. US\$ 3,600.00 or its Philippine peso equivalent in salary differentials for two (2) years based on the difference between his salary under the four-year contract he signed and his salary under the two-year standard employment contract certified by the POEA;
2. SR 1,500 or its Philippine peso equivalent in reimbursement of salary deduction for six (6) months representing the bond to guarantee the completion of his four-year contract;
3. US\$9,900.00 or its Philippine peso equivalent in overtime pay for two years overtime work at four (4) hours/shift at 150% for regular working hours in accordance with the POEA-certified contract;

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<sup>47</sup>*Supra* note 32.

4. US\$550.00 or its Philippine peso equivalent in unused vacation and sick leave credits;
5. SR1,200 or its Philippine peso equivalent in reimbursement of monthly deductions for board and lodging;
6. SR 3,000.00 or its Philippine peso equivalent in reimbursement of vacation leave bond;
7. SR 1,500.00 or its Philippines peso equivalent in reimbursement of placement fee;
8. ₱50,000.00 in moral damages;
9. ₱50,000.00 in exemplary damages; and
10. Ten percent (10%) attorney's fees.

**SO ORDERED.**



**ARTURO D. BRION**  
Associate Justice

**WE CONCUR:**



**ANTONIO T. CARPIO**  
Associate Justice  
Chairperson



**MARIANO C. DEL CASTILLO**  
Associate Justice



**JOSE PORTUGAL PEREZ**  
Associate Justice



**ESTELA M. PERLAS-BERNABE**  
Associate Justice

## ATTESTATION

I attest that the conclusions in the above Resolution had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



**ANTONIO T. CARPIO**

Associate Justice  
Chairperson, Second Division

## CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, and the Division Chairperson's Attestation, I certify that the conclusions in the above Resolution had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



**MARIA LOURDES P. A. SERENO**

Chief Justice