

FIRST DIVISION

[G.R. No. 183915, December 14, 2011]

MA. JOY TERESA O. BILBAO, PETITIONER, VS. SAUDI ARABIAN AIRLINES, RESPONDENT.

D E C I S I O N

LEONARDO-DE CASTRO, J.:

Before the Court is a petition for review on *certiorari* seeking the reversal of the May 30, 2008 Decision^[1] of the Court of Appeals in CA-G.R. No. 102319 and its July 22, 2008 Resolution^[2] denying petitioner Ma. Joy Teresa O. Bilbao's (Bilbao) motion for reconsideration. The assailed decision affirmed the ruling of the National Labor Relations Commission (NLRC) which held that Bilbao was not illegally dismissed and had voluntarily resigned. The NLRC reversed and set aside the decision of the Labor Arbiter which ruled that Bilbao, together with two other complainants, was illegally dismissed by respondent Saudi Arabian Airlines (Saudia) and ordered the payment of full backwages, separation pay, and attorney's fees.

The facts are as follows:

Bilbao was a former employee of respondent Saudia, having been hired as a Flight Attendant on May 13, 1986 until her separation from Saudia in September 2004. During the course of her employment, Bilbao was assigned to work at the Manila Office, although the nature of her work as a flight attendant entailed regular flights from Manila to Jeddah, Saudi Arabia, and back.

On August 25, 2004, the In-Flight Service Senior Manager of Saudia assigned in Manila received an inter-office Memorandum dated August 17, 2004 from its Jeddah Office regarding the transfer of 10 flight attendants from Manila to Jeddah effective September 1, 2004. The said memorandum explained that such transfer was made "due to operational requirements."^[3] Bilbao was among the 10 flight attendants to be transferred.

Bilbao initially complied with the transfer order and proceeded to Jeddah for her new assignment. However, on September 7, 2004, she opted to resign and relinquish her post by tendering a resignation letter, which reads:

Jeddah IFS Base Manager (F)
F/A Maria Joy Teresa O. Bilbao
PRN: 3006078
22 / 07 / 1425 H 7 / 09 / 2004

RESIGNATION

I am tendering my resignation with one (1) month notice effective 18 October 2004. Thank you for the support you have given me during my 18 years of service.

(signed)

F/A's SIGNATURE
3006078

(signed)
2004

September 7,

AMIN GHABRA
SNR. MGR. IFS JED (F)

(signed)

ABDULLAH BALKHOYOUR
GM IFS CABIN CREW
8/8/1425

21/9/04
DATE^[4]

ADMIN ACKNOWLEDGEMENT /

On October 28, 2004, Bilbao executed and signed an Undertaking^[5] similar to that of a Receipt, Release and Quitclaim wherein she acknowledged receipt of a sum of money as "full and complete end-of-service award with final settlement and have no further claims whatsoever against Saudi Arabian Airlines."^[6]

In spite of this signed Undertaking, however, on July 20, 2005, Bilbao filed with the NLRC a complaint for reinstatement and payment of full backwages; moral, exemplary and actual damages; and attorney's fees. Two of the other flight attendants who were included in the list for transfer to Jeddah, Shalimar Centi-Mandanas and Maria Lourdes Castells, also filed their respective complaints against Saudia. These complaints were eventually consolidated into NLRC-NCR Case Nos. 00-07-06315-05 and 00-08-06745-05, and assigned to Labor Arbiter Ramon Valentin C. Reyes.

For her part, Bilbao maintained that her resignation from Saudia was not voluntary. She narrated that she was made to sign a pre-typed resignation letter and was even reminded that the same was a better option than termination which would tarnish her record of service with Saudia. Bilbao and her co-complainants shared a common theory that their transfer to Jeddah was a prelude to their termination since they were all allegedly between 39 and 40 years of age.

Upon the other hand, Saudia averred that the resignation letters from Bilbao and her co-complainants were voluntarily made since they were actually hand-written and duly signed. Saudia asserted that Bilbao and her co-complainants were not subjected to any force, intimidation, or coercion when they wrote said resignation

letters and even their undertakings, after receiving without protest a generous separation package despite the fact that employees who voluntarily resign are not entitled to any separation pay. Saudia also added that the transfer of flight attendants from their Manila Office to the Jeddah Office was a valid exercise of its management prerogative.

On August 31, 2006, Labor Arbiter Reyes rendered a Decision^[7] declaring that Bilbao, together with co-complainants Centi-Mandanas and Castells, was illegally dismissed, and ordering Saudia to pay each of the complainants full backwages from the time of the illegal dismissal until the finality of the decision, separation pay of one month for every year of service less the amount already received, plus ten percent (10%) attorney's fees on the amounts actually determined to be due the complainants.

Saudia filed an appeal before the NLRC alleging that Bilbao and her co-complainants voluntarily executed their resignation letters and undertakings; thus, they were not illegally dismissed. Moreover, Saudia opined that Bilbao and her co-complainants' claim of illegal dismissal was a mere afterthought as they waited for almost one year from the date of their alleged dismissal to file their respective complaints.

Bilbao followed suit and also appealed before the NLRC, arguing that she was entitled to the payment of moral and exemplary damages since her termination was allegedly attended by bad faith, fraud and deceit.

On June 25, 2007, the NLRC granted Saudia's appeal, and reversed and set aside the decision of the Labor Arbiter. The decretal portion of the NLRC decision reads:

WHEREFORE, the foregoing premises considered, the respondents' appeal is hereby **GRANTED**. The decision appealed from is **REVERSED** and **SET ASIDE** and a new one is issued finding the respondent not guilty of illegal dismissal.

For lack of merit, the complainant Bilbao's appeal is **DISMISSED**.

Accordingly, the complaint is **DISMISSED**.^[8]

In a Resolution^[9] dated October 26, 2007, the NLRC amended its earlier Resolution dated June 25, 2007, to state that Castells and Centi-Mandanas were also not entitled to moral and exemplary damages. Moreover, the NLRC failed to find any compelling justification or valid reason to modify, alter or reverse its earlier resolution, thus:

WHEREFORE, the foregoing premises considered, the Appeals and Motions for Reconsideration of complainants Maria Lourdes Castells and Shalimar Centi-Mandanas are hereby **DISMISSED** for lack of merit.

Likewise, the Motion for Reconsideration of Maria Joy Teresa Bilbao is **DENIED**.

No further motion of similar nature shall be entertained.^[10]

Bilbao went to the Court of Appeals *via* a petition for *certiorari* alleging grave abuse of discretion on the part of the NLRC in ruling that she was not illegally dismissed and not entitled to the payment of moral and exemplary damages.

On May 30, 2008, the Court of Appeals affirmed the Resolutions of the NLRC dated June 25, 2007 and October 26, 2007, and held that the resignation of Bilbao was "of her own free will and intelligent act."^[11]

Dissatisfied, Bilbao filed a motion for reconsideration which was denied by the Court of Appeals in the Resolution dated July 22, 2008.

Hence, the instant petition for review filed by Bilbao on the following grounds:

6. GROUND FOR THIS PETITION/ISSUES

6.1. The Court of Appeals committed reversible error in upholding the erroneous Decision of the NLRC, Third Division which Decision reversed the Labor Arbiter's findings. The Court of Appeals decided the case in a way probably not in accord with law or with applicable decisions of the Supreme Court.

6.2. The Court of Appeals committed palpable error in ruling that petitioner was not forced to resign; the Court of Appeals decided the case in a way probably not in accord with law and contrary to applicable decisions of the Supreme Court.

6.3. The Court of Appeals committed patent mistake in ruling that the petitioners' (*sic*) termination was valid because respondent had the right to terminate the petitioner even without just cause; this is an outright violation of the Labor Code and applicable laws and jurisprudence; The Court of Appeals likewise erred in validating the resignation because it was accompanied with words of gratitude and payment of separation benefits.^[12]

In her Petition^[13] dated September 15, 2008, Bilbao asserts that the initial step of Saudia in transferring her to Jeddah was, by itself, constructive dismissal since the transfer order was unreasonable, discriminatory, attended by bad faith, and would result to demotion in rank or diminution in pay. Moreover, Bilbao maintains that her resignation letter was not voluntarily made as it was in a pre-typed form supplied by Saudia, and was accomplished when she was under pressure and had no choice but to resign. Lastly, Bilbao insists that the undertaking or waiver and quitclaim that she signed in favor of Saudia was invalid as she particularly puts in issue the voluntariness of its execution.

In its Comment^[14] dated November 14, 2008, Saudia preliminarily asserts that the petition raises the factual issue of whether or not Bilbao voluntarily resigned from

her employment with Saudia, which is not proper for a petition for review under Rule 45 of the Rules of Court, thus warranting its outright dismissal. Nonetheless, Saudia presents its arguments and contends that it validly exercised its management prerogative in transferring Bilbao to another work station. Saudia then enumerates the following factual circumstances which allegedly reveal the voluntariness of Bilbao's resignation, to wit:

- a) [Bilbao's] resignation letter was penned in her own handwriting and duly signed by her;
- b) [Bilbao] tendered her letter of resignation in Jeddah, KSA on 07 September 2004;
- c) [Bilbao] is of sufficient age and discretion, could read, write, and understand English and a college graduate;
- d) There is no proof that any material or physical force was applied on her person or her family;
- e) [Bilbao] then voluntarily executed an Undertaking acknowledging receipt of various sums of money and irrevocably and unconditionally releasing Saudia, its directors, stockholders, officers and employees from any claim or demand whatsoever in law or equity which they may have in connection with her employment with respondent;
- f) [Bilbao] received generous financial benefits without protest;
- g) It took [Bilbao] at least one (1) year from the date of the alleged dismissal to file her Complaint against [Saudia]; and
- h) The intimidation, force or coercion allegedly employed by [Saudia] surfaced, for the first time, when the Complaint were (*sic*) filed on 20 July 2005, which was then amended on 01 September 2005.^[15]

Lastly, Saudia claims that Bilbao is not entitled to any award of moral and exemplary damages since there is no dismissal, much less illegal dismissal committed by Saudia, as Bilbao voluntarily resigned from her employment.

This Court finds no merit in the petition.

At the outset, it bears stressing that the jurisdiction of this Court in a petition for review under Rule 45 of the Rules of Court, as amended, is generally confined only to errors of law. It does not extend to questions of fact. This rule, however, admits of exceptions, such as in the instant case, where the findings of fact and the conclusions of the Labor Arbiter are inconsistent with those of the NLRC and the Court of Appeals.^[16] To recall, the Labor Arbiter found that Saudia illegally dismissed Bilbao, while the NLRC and the Court of Appeals are in agreement that Bilbao voluntarily tendered her resignation.

After a review of the case, we uphold the findings of the Court of Appeals that Bilbao