

FIRST DIVISION

[G.R. NO. 141802, January 29, 2007]

**G & M (PHIL.), INC., PETITIONER, VS. ZENAS RIVERA,
RESPONDENT.**

DECISION

SANDOVAL-GUTIERREZ, J.

Before us is a Petition for Review on Certiorari under Rule 45 of the 1997 Rules of Civil Procedure, as amended, assailing the Decision^[1] dated September 13, 1999 and Resolution^[2] dated January 13, 2000 rendered by the Court of Appeals in CA-G.R. SP No. 51454, entitled "G & M (Phil.) Inc., petitioner, v. National Labor Relations Commission and Zenas Rivera, respondents."

G & M (Phil.), Inc., petitioner, is a corporation engaged in the placement and recruitment business of overseas contract workers. It deployed Lorenzo Rivera, respondent's husband, to work as equipment driver for its foreign principal, Mohammad Al-Hammad Recruiting Office in Riyadh, Saudi Arabia for a period of two (2) years. After working for one 1 year, 7 months and 17 days, Lorenzo met an accident and died on December 23, 1993.

Respondent filed with the Labor Arbiter a complaint for unpaid salary differentials for her late husband alleging that he was not paid his salary for 23 days before he died. She submitted a "Final Settlement of Liability of Foreign Employer" bearing the seal of the Philippine Embassy at Riyadh, Saudi Arabia and translated into English by AL AMRI Translation Office. The Final Settlement is quoted as follows:

Entitlement			Amount
1. Pending Leave Days			SR 570.00
	Months Days		
2. Severance Pay (service award)	19	17	SR 896.81
3. Unpaid Salary 23 days			SR 843.33
4. Death Compensation			
	TOTAL		SR 2,310.14

Respondent further claimed that her husband actually received only a monthly salary of SR 700, way below than that he ought to receive under his contract of employment which is US\$ 600.

For its part, petitioner assailed the genuineness of the Final Settlement for lack of proper authentication. It pointed out that petitioner's allegation that her husband received only a monthly salary of SR 700 is inconsistent with the claim for unpaid salaries as it is not possible for a worker receiving SR 700 per month to have unpaid salaries in the amount of SR 843.33 for 23 days. It likewise questioned respondent's basis for filing the complaint, she not being a privy to her husband's working conditions while abroad.

In a Decision dated November 28, 1997, the Labor Arbiter ordered petitioner to pay respondent the following amounts:

a) Unpaid salary

= US \$ 23.08 per day
= US \$ 23.08 x 23 working days
= US \$ 530.84 or its peso equivalent its
===== actual payment

b) Salary Differential

US \$ 600 x P26 = P 15,600.00
SR 700 x 6.5 = P 4,550.00

per month	P 10,050.00
	<u> x 19 </u>
Total	P 190,950.00

c) Plus 10% of the total award for and as attorney's fees.

On appeal, the National Labor Relations Commission (NLRC) rendered a Decision on July 13, 1998 denying petitioner's appeal and affirming the Labor Arbiter's judgment. Petitioner's motion for reconsideration was denied in a Resolution dated November 27, 1998.

Petitioner then filed a Petition for Certiorari with the Court of Appeals contending that the Labor Arbiter committed grave abuse of discretion in sustaining respondent's claims.

In a Decision dated September 13, 1999, the Court of Appeals denied the petition, sustaining the findings of the Labor Arbiter and the NLRC, thus:

The OCW INFO SHEET clearly states that the beneficiary of Lorenzo Rivera is his wife Zenas Rivera, hence, the complainant in this case is the real party in interest because "she stands to be benefited by the judgment in this suit or is the party entitled to the avails of the suit" (*Salonga v. Warner, Barnes & Co., LTD.*, L-2246, Jan. 31, 1951).

In the same manner, the OCW INFO SHEET reveals that Lorenzo Rivera ought to receive US \$600.00 basic monthly salary. Since respondent's foreign principal keeps and maintains the employment records, it is therefore incumbent upon the respondent to produce the payrolls and vouchers to prove that complainant's deceased husband was duly paid of