

EIGHTH DIVISION

[CA-G.R. SP No. 127400, May 30, 2014]

ZAREIKO PRODUCTIONS INC. AND COUNTRY BANKERS INSURANCE CORP., PETITIONERS, VS. MICHELLE A. COMIA AND HON. ROSALINDA BALDOZ, SECRETARY OF THE DEPARTMENT OF LABOR AND EMPLOYMENT, RESPONDENTS.

D E C I S I O N

LOPEZ, J.:

This Petition for Certiorari assails the September 5, 2012 Order of the Department of Labor and Employment (DOLE), which affirmed the July 18, 2011 Order of the Philippine Overseas Employment Administration (POEA), finding Zareiko Productions, Inc. liable for violations of the Rules and Regulations Governing the Recruitment and Employment of Land-Based Overseas Workers (POEA Rules).

Michelle Comia alleged that sometime in September 2007, she applied as beautician/manicurist with Zareiko Productions, Inc. and was assured of work in the United Arab Emirates (UAE). At the agency, she met Mr. Kaleed and Mr. Amro, who were recruiting beauticians and manicurists. Comia paid P16,000.00 as placement fee. She also underwent physical examination and paid P2,600.00 to Lheslie Canilang, the agency's liaison officer to the UAE Embassy.^[1]

In January 2008, Zareiko informed Comia that her employment contract has arrived. It was a two year contract as a manicurist with a monthly salary of 2,000 Dirhams. Comia, however, told the agency that she was no longer interested in the job. Zareiko then informed her that she would pay for the contract if she would not push through. Thus, Comia accepted the employment. Her passport and ticket were given on the day of her departure, but she was not given a copy of the contract. She left the Philippines on January 18, 2008.^[2]

Comia further alleged that in UAE, she underwent another medical examination and signed another contract. She first worked as manicurist, then as helper in a salon. After a few weeks, she was sent home. She arrived in the Philippines on April 5, 2008. Upon inquiry, she discovered that her departure was not registered with the POEA.^[3]

On May 30, 2008, Comia filed a complaint before the POEA against Zareiko Productions, Inc. for violation of Sections 2 (b), (d), (e) and (p), Rule I,^[4] Part VI of the POEA Rules.^[5] During the October 20, 2008 hearing, Comia submitted photocopies of her medical examination receipts, passport, and a POEA Licensing Certification stating that her name is not in the database of deployed overseas worker.^[6]

Zareiko denied the allegations and claimed that Comia was not its *bona fide* applicant. As evidence, Zareiko presented a notarized Withdrawal of Application^[7] dated November 14, 2007 that Comia signed. Zareiko also claimed that Canilang was no longer its employee and presented a letter from the POEA stating that Canilang's appointment was canceled on December 12, 2007.^[8]

On July 18, 2011 the POEA issued an Order finding Zareiko liable for: (1) engaging in acts of misrepresentation in connection with recruitment and placement of workers; (2) deploying workers whose employment and travel documents were not processed by the POEA; and (3) collecting fees from a worker without issuing the appropriate receipts.^[9] Zareiko was sanctioned as follows:

WHEREFORE, premises considered, we find respondent Zareiko Productions Inc. liable for violation of Section 2(e) (d) and (p) of Rule I, Part VI of the Rules and Regulations Governing the Recruitment and Employment of Land-based Overseas Workers and is hereby imposed with the following penalties:

- 2(e) – 9 months suspension or fine in the amount of P90,000.00 this being respondent's 2nd violation thereof;
- 2(d) – 4 months suspension or fine in the amount of P40,000.00; and
- 2(p) – 4 months suspension or fine in the amount of [P]40,000.00.

Other charges are dismissed for lack of merit.

SO ORDERED.^[10]

Zareiko filed an appeal before the DOLE insisting that the POEA's ruling was based on Comia's "mere self-serving and unsubstantiated allegations".^[11] According to Zareiko, the POEA ignored its evidence, particularly the notarized Withdrawal of Application, which shows that Comia did not pursue her application for overseas employment. Zareiko also pointed out that Canilang's appointment was canceled on December 12, 2007 or before Comia was deployed on January 18, 2008.^[12]

On September 5, 2011, the DOLE dismissed the appeal ratiocinating thus:

In the instant case, the findings of the POEA Administrator are supported by evidence. Verification with the POEA records revealed that complainant's foreign employer, Amro Ladies Saloon (sic), is accredited with the petitioner but the latter had no approved job order for either beautician or manicurist. Clearly, this constitutes misrepresentation. As certified also by POEA, complainant was not processed and documented as OFW. And, for the payments made by complainant, no official receipt was issued therefor.

The POEA was correct in not giving credence and value to the Notice of Withdrawal signed by complainant as the latter was still able to depart in January 2008. The denial of petitioner of the alleged act of Ms. Canilang in meeting complainant at the airport at the time of departure, saying that, if at all, this was purely personal to Ms. Canilang, will not alter the fact that at the time complainant started applying with petitioner, she

was still petitioner's Liaison Officer with whom complainant dealt at its office.^[13]

Zareiko filed this petition claiming that the Secretary of Labor and Employment committed grave abuse of discretion in disregarding its evidence, and in adopting the self-serving allegations of Comia which was not supported by substantial evidence.^[14]

The petition lacks merit.

Generally, factual findings of labor officials, who are deemed to have acquired expertise in matters within their jurisdiction, are accorded not only respect but even finality by the courts when supported by substantial evidence, i.e., the amount of relevant evidence which a reasonable mind might accept as adequate to justify a conclusion.^[15] But these findings are not infallible. When there is a showing that they were arrived at arbitrarily or in disregard of the evidence on record, they may be examined by the courts.^[16] In this case, We find no showing of arbitrariness on the part of POEA and DOLE. Hence, We follow the general rule.

We stress that both the POEA and DOLE found Zareiko liable for: (1) engaging in acts of misrepresentation in connection with recruitment and placement of workers; (2) deploying workers whose employment and travel documents were not processed by the POEA; and (3) collecting fees from a worker without issuing the appropriate receipts.^[17]

On the first violation, it is undisputed that when Comia applied as beautician/manicurist with Zareiko for overseas employment in September 2007, she was assured of work in the UAE. Zareiko then referred her to a certain Mr. Amro, representative of Amro Ladies Salon in Dubai, UAE. However, POEA records show that Amro Ladies Salon, which is accredited with Zareiko, had no approved job order for either a beautician or manicurist.^[18] Thus, by informing Comia that it has job openings for beauticians and manicurists, despite the absence of an approved job order, Zareiko misrepresented that it has a valid overseas employment for Comia.

On the second violation, Comia attested that she was deployed to Dubai on January 18, 2008 and worked in Amro Ladies Salon as a manicurist and helper until she was repatriated on April 5, 2008. As evidence, Comia submitted photocopies of her passport to the POEA. More importantly, a Certification from the POEA showed that she was not included in the Administration's database of deployed overseas workers.^[19] Indubitably, her deployment was not processed by the POEA.

Zareiko's argument that it is not liable for deploying Comia, because she was not its *bona fide* applicant, is specious. The November 14, 2007 Withdrawal of Application is rendered worthless by the fact that Comia was able to leave on January 18, 2008 and work for Amro Ladies Salon, the employer referred to her by Zareiko. This confirms Comia's statement that she initially withdrew her application but was later persuaded to accept the employment when Zareiko informed her that she had to pay if she would not push through with the contract.

Anent its failure to issue appropriate receipts, Zareiko's defense that it did not receive any money from Comia cannot be given credence. Although the only evidence presented was Comia's sworn statement, this is sufficient evidence to