

SIXTEENTH DIVISION

[CA-G.R. SP NO. 94349, August 18, 2006]

**AISIS INTERNATIONAL MANPOWER SERVICES, INC. AND MI B.
MIRAFLOR, PETITIONERS, VS. THE NATIONAL LABOR
RELATIONS COMMISSION AND NELLY M. SABERDO,
RESPONDENTS.**

D E C I S I O N

DE LOS SANTOS, J.:

Petitioners seek to nullify, allegedly for having been issued with grave abuse of discretion amounting to lack of jurisdiction, the Decision dated November 29, 2005 and the Resolution of February 28, 2006, rendered by public respondent NLRC.

Private respondent Nelly M. Saberdo was hired by petitioners as cleaning laborer to work in Riyadh, Kingdom of Saudi Arabia, under the Standard Employment Contract for Various Skills (pp. 72-74, rollo), which respondent and petitioners executed. The duration of the contract was for two (2) years (id). Respondent left for Saudi Arabia on October 25, 2003.

During her employment with her foreign employer, private respondent claimed she was "abused, maltreated, deceived, underfed and unpaid" of her salaries. On October 21, 2004, respondent was repatriated by her employer.

Thus, on November 8, 2004, respondent filed her complaint before the Regional Arbitration Branch of Legaspi City (pp. 75-76, rollo) for "non-payment of wages, vacation and sick leave, moral and exemplary damages and attorney's fees" (id).

On February 21, 2005, the Labor Arbiter rendered his Decision, the dispositive portion of which reads:

"WHEREFORE, premises considered, judgment is hereby rendered declaring complainant to have been illegally dismissed from her employment. Consequently, respondents Aisis International Manpower, Inc. and its principal/employer abroad, Al Hanouf Group for Contracting/Sabah Mohamed Ali are hereby ordered jointly and severally, to pay complainant the total amount of TEN THOUSAND FIVE HUNDRED SIXTY SAUDI RIYAL (SR10,560.00) or its peso equivalent at the time of payment, representing complainant's salaries for the unexpired portion of the contract, unpaid salaries, vacation and sick leave pay and attorney's fees equivalent to ten (10%) percent of the total award plus TWO HUNDRED THOUSAND PESOS (P200,000.00), representing damages, as computed above.

"SO ORDERED." (p. 35, rollo)

Not contented, petitioners appealed said judgment of the Labor Arbiter before public respondent NLRC (pp. 36-44, rollo), raising as grounds for the appeal, the following:

"I

"THAT THERE WAS PRIMA FACIE EVIDENCE OF GRAVE ABUSE OF DISCRETION ON THE PART OF THE HONORABLE LABOR ARBITER IN THE DECISION RENDERED.

"II

"THAT THERE ARE QUESTIONS OF LAW AND FACTS HEREIN RAISED WHICH IF CONSIDERED BASED ON EXISTING JURISPRUDENCE WOULD HAVE YIELDED DIFFERENTLY THE DECISION IN FAVOR OF RESPONDENT-APPELLANTS.

"III

"THAT THERE ARE SERIOUS ERROR OF FACTS WHICH, IF NOT CORRECTED WOULD CAUSE GRAVE AND IRREPARABLE INJURY TO RESPONDENT-APPELLANTS.

"IV

"THAT THERE WERE BLATANT ERRORS IN THE APPLICATION OF THE LAW AND/OR MISAPPLICATION OF THE ESTABLISHED PRINCIPLES OF LAW AND JURISPRUDENCE IN THE CASE SUBJECT OF APPEAL." (p. 37, rollo)

On November 29, 2005, public respondent NLRC rendered its Decision (pp. 45-55, rollo) which dismissed petitioners' appeal and affirmed the findings and conclusions of the Labor Arbiter.

Now the instant petition.

The grounds raised by the petitioners in support of their petition are:

"A.

"Failure to consider that the complaint should have been outrightly dismissed for lack of the required "certification of non-forum shopping".

"B.

"In not dismissing the complaint, filed a quo, due to private respondent's violation of the contractual stipulation in her employment contract as to the manner of the settlement of disputes.

"C.

"In holding that the private respondent had been illegally dismissed.

"D.