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THIRD DIVISION

[G.R. No. 209302, July 09, 2014]

ALONE AMAR P. TAGLE, PETITIONER, VS. ANGLO-EASTERN CREW MANAGEMENT, PHILS., INC., ANGLO-EASTERN CREW MANAGEMENT (ASIA) AND CAPT. GREGORIO B. SIALSA, RESPONDENTS.

D E C I S I O N

MENDOZA, J.:

This is a petition for review on *certiorari* under Rule 45 of the Rules of Court, assailing the October 31, 2012 Decision[1] and the April 12, 2013 Resolution[2] of the Court of Appeals (CA) in CA-G.R. SP No. 117886.

This case originated from a claim for payment of permanent total disability benefits, medical expenses, damages, and attorney's fees filed by petitioner Alone Amar P. Tagle (*petitioner*) against respondent manning agency, Anglo-Eastern Crew Management, Phils., Inc.; its foreign principal, Anglo-Eastern Crew Management (Asia); and Anglo-Phils' president, respondent Capt. Gregorio B. Sialsa (*respondents*).

In her Decision,[3] dated November 27, 2009, Labor Arbiter Lilia S. Savari *(LA)* granted petitioner's claim for permanent total disability benefits and attorney's fees but dismissed his claim for sick wages and damages. On appeal, the National Labor Relations Commission (*NLRC*) *modified* the award given by the LA by lowering the disability grading to Grade 11 and deleting the award of attorney's fees for lack of legal basis. Accordingly, petitioner was awarded the amount of $7,456.00 or its Philippine Peso equivalent.[4] After his motion for reconsideration was denied by the NLRC, in its November 15, 2010 Resolution,[5] petitioner filed a petition for *certiorari* with the CA.[6]

The CA *dismissed* the petition for lack of merit.[7] Petitioner's attempt to seek reconsideration met the same fate.[8]

The Facts:

On June 16, 2008, petitioner was hired by Anglo-Eastern Crew Management, Phils., Inc. for Anglo-Eastern Crew Management (Asia) and was assigned to work on board the vessel NV Al Isha'a as *3rd Engineer.* On July 19, 2008, just two days after boarding the vessel, petitioner was found unconscious inside the engine room of the

vessel. Upon docking of the vessel at the nearest port, petitioner was admitted at the Taj Mahal Medical Complex, Ltd., Hamdard University Hospital, in Karachi, Pakistan, where he was diagnosed to be suffering from *cervical spondylosis* and heat exhaustion. He was thereafter repatriated.[9]

On July 30, 2008, a day after his return to the country, petitioner was admitted at the Metropolitan Medical Center. On August 2, 2008, petitioner was diagnosed to be suffering from *cervical and lumbar spondylosis, chronic L5 spondylosis and Grade 1 spondylolisthesis*. As a result, he was prescribed several medicines and was advised to continue his rehabilitation on an out-patient basis. Following orders from the company-designated physician, petitioner continued his treatment and rehabilitation and had regular check-ups twice a month from August to October 2008. While his back improved, he continued to suffer from on and off bouts of pain on his neck.[10]

On November 6, 2008, the company-designated physician conducted a repeat EMG-NCV study on petitioner and found that he was suffering from *"L5 riduculopathy."* As a result, petitioner was advised to continue the rehabilitation and to return after three (3) weeks,[11] suggesting at the same time the following disability grading:

> Suggested disability grading is Grade 12 (neck) – slight stiffness of the neck and Grade 11 (chest-trunk-spine) – slight rigidity or 1/3 loss of motion or lifting power of the trunk.[12]

Per suggestion, petitioner reported for his check-up in December 2008 and, thereafter, was advised to continue with his medication.[13]

On January 6, 2009, petitioner again complained of back pains. An examination by the company-designated physician revealed the following observations: "a limitation of motion of the left shoulder towards abduction and flexion; muscle spasm on bilateral upper back and paracervical area; muscle strength of 4/5, left upper extremity and 5/5 both lower extremities with no sensory deficit noted; and empty can test is positive on the left."[14] Petitioner was advised to continue his physical therapy and medication and to report back on February 3, 2009 for re-evaluation. All this time, respondents shouldered petitioner's medical expenses.[15] He also continued to receive his basic wage.[16]

This time, however, petitioner no longer reported back to the company-designated physician. Instead, he sought the opinion of his own physician, Dr. Nicanor F. Escutin *(Dr. Escutin)*. During the consultation, petitioner informed Dr. Escutin that

> x x x At the Metropolitan Medical Center, upon thorough examination, he was diagnosed to have (sic) herniated disc at the cervical and lumbar spine. So he was recommended for operation but he (sic) has doubts about it. The plan (sic) operation is to remove the disc that was pressing

> on his nerve roots. If these are not (sic) remove, his condition would worsen to the exten[t] that he cannot use his upper extremities. x x x [17]

Dr. Escutin later concluded that petitioner suffered from "*Central disc herniation, C3/C4, C4/C5; Cervical spondylosis; Central disc herniation L4/L5; Spondylolistheisi, L5/S1 and nerve Radiculopathy, C3/C4, C4/C5, L4/L5, L5S1.*" He then reported the following

> DISABILITY RATING:
>
> x x x
>
> He is given a (sic) PERMANENT DISABILITY. HE IS UNFIT TO BE A SEAMAN (sic) ON WHATEVER CAPACITY.[18]

Acting on petitioner's request for compensation, respondents offered a settlement based on the disability grading given by the company-designated physician. Petitioner refused and insisted that he be paid the benefits corresponding to that given to those suffering from permanent total disability.

On February 11, 2009, petitioner filed his complaint before the LA claiming permanent total disability benefits.

Respondents sought the dismissal of the complaint for lack of merit, or, in the alternative, the limitation of the award of disability benefits to Grade 11 and/or 12 as suggested by its company-designated physician. According to respondents, rather than upholding the findings of Dr. Escutin that petitioner suffered from "permanent disability," the disability gradings suggested by the company-designated physicians should prevail considering that they thoroughly examined and treated petitioner from August 2008 to January 2009.

Decision of the Labor Arbiter

As earlier stated, on November 27, 2009, the LA rendered its Decision[19] awarding petitioner permanent total disability benefits amounting to $60,000.00 as well as attorney's fees. For the LA, there was no conflict in the assessment of the company physicians and that of Dr. Escutin, only that the latter further declared that he could no longer return to his former job as a seaman because he suffered from "permanent disability."[20] Thus, the LA opined that the conclusion of Dr. Escutin that petitioner was permanently disabled should be upheld because the findings of the company-designated physicians, which were often biased, did not declare him as "fit to work."[21] In disposing the complaint, the LA also awarded attorney's fees, but dismissed the claims for sick wages and damages for lack of legal basis.[22]

Decision of the NLRC

In its August 31, 2010 Decision[23] reversing the LA, the NLRC was of the considered view that the findings of the company-designated physicians were different from those of Dr. Escutin. The former recommended the disability grading of Grade 12, for the neck, and Grade 11, for the chest-trunk-spine, while the latter never indicated any disability rating – only "permanent disability." With this, the NLRC opined that since the company-designated physicians had been treating petitioner since his repatriation in July 2008 until January 2009, they were in a better position to know the injury suffered by petitioner, its treatment and its disability grading.[24]

For the NLRC, the mere finding of Dr. Escutin that petitioner could no longer return to sea as he reportedly suffered from a "permanent disability" was insufficient to award him with the Grade 1 disability benefits of $60,000.00. The NLRC stated that such findings should be correlated with the disability grading under Section 32 of the Philippine Overseas Employment Administration-Standard Employment Contract (*POEA-SEC*).[25] Accordingly, the NLRC awarded petitioner the disability benefits of Grade 11, the higher of the two gradings given by the company-designated physician, amounting to $7,465.00.[26] Petitioner sought reconsideration but to no avail.[27]

Decision of the Court of Appeals

Affirming the NLRC decision, the CA similarly ruled that the disability gradings given by the company-designated physicians should prevail since they were in a better position to know petitioner's injury, unlike Dr. Escutin who examined petitioner only once.[28]

In addition, the CA noted that from the time petitioner suffered injury on July 19, 2008, until the time he was given a disability grading by the company-designated physicians on November 6, 2008, only 110 days had lapsed. Then, when petitioner instituted his labor complaint, only 196 days had lapsed from the time he sustained his injury. Consequently, the CA ruled that the required 240-day period under Rule X, Section 2 of the Rules and Regulations Implementing Book IV had not yet expired.

Petitioner sought reconsideration but was rebuffed.

Hence, this petition.

Petitioner claims that both the CA and the NLRC disregarded the evidence proving that he suffered from permanent total disability.[29] He argues that he was entitled to be awarded permanent total disability benefits, considering that it was the company-designated physicians who first found him to suffer from "*cervical and lumbar spondylosis, chronic L5 spondylosis and Grade 1 Spondylolisthesis*."[30]

Moreover, petitioner insists that the company-designated physicians' lack of any finding that he was permanently disabled should not be made the basis of his actual condition, considering that jurisprudence has held that the findings of the company-designated physician should not be given credence when they cannot be established as impartial.[31]

The Court's Ruling

The petition lacks merit.

At the outset, it should be pointed out that from a perusal of petitioner's arguments, it is quite apparent that the petition raises questions of facts, inasmuch as this Court is being asked to revisit and assess anew the factual findings of the CA and the NLRC. Petitioner is fundamentally assailing the findings of the CA and the NLRC that the evidence on record does not support his claim for permanent total disability benefits. In effect, he would have the Court sift through, calibrate and re-examine the credibility and probative value of the evidence on record so as to ultimately decide whether or not there is sufficient basis to hold respondents accountable for entirely/partially refusing to pay for his disability benefits. This clearly involves a factual inquiry, the determination of which is the statutory function of the NLRC.[32]

The general rule is that the Court is not a trier of facts and this doctrine applies with greater force in labor cases. Questions of fact are for the labor tribunals to resolve.[33] Only errors of law are generally reviewed in petitions for review on *certiorari* under Rule 45 of the Rules of Court.

In exceptional cases, however, the Court may be urged to probe and resolve factual issues where there is insufficient or insubstantial evidence to support the findings of the tribunal or the court below, or when too much is concluded, inferred or deduced from the bare or incomplete facts submitted by the parties or, where the LA and the NLRC came up with conflicting positions.[34] In this case, considering the conflicting findings of the LA, on one hand, and the NLRC and the CA, on the other, the Court is compelled to resolve the factual issues along with the legal ones, the core issue being whether or not petitioner is entitled to disability benefits on account of his medical condition.

The rule is that a seafarer's right to disability benefits is a matter governed by law, contract and medical findings. The relevant legal provisions are Articles 191 to 193 of the Labor Code and Section 2, Rule X of the Amended Rules on Employee Compensation (AREC). The relevant contracts are the POEA-SEC, the collective bargaining agreement, if any, and the employment agreement between the seafarer and his employer.[35] Summarizing the interplay of these provisions as they relate to the establishment of a seafarer's claim to disability benefits, the Court, in *Vergara v. Hammonia*,[36] wrote:

> As these provisions operate, the seafarer, upon sign-off from his vessel,

> must report to the company-designated physician within three (3) days from arrival for diagnosis and treatment. For the duration of the treatment but in no case to exceed 120 days, the seaman is on *temporary total disability* as he is totally unable to work. He receives his basic wage during this period until he is declared fit to work or his temporary disability is acknowledged by the company to be permanent, either partially or totally, as his condition is defined under the POEA Standard Employment Contract and by applicable Philippine laws. If the 120 days initial period is exceeded and no such declaration is made because the seafarer requires further medical attention, then the temporary total disability period may be extended up to a maximum of 240 days, subject to the right of the employer to declare within this period that a permanent partial or total disability already exists. The seaman may of course also be declared fit to work at any time such declaration is justified by his medical condition.

In other words, a seafarer may have basis to pursue an action for total and permanent disability benefits only if any of the following conditions are present:

> (a) The company-designated physician failed to issue a declaration as to his fitness to engage in sea duty or disability even after the lapse of the 120-day period and there is no indication that further medical treatment would address his temporary total disability, hence, justify an extension of the period to 240 days;
>
> (b) 240 days had lapsed without any certification issued by the company designated physician;
>
> (c) The company-designated physician declared that he is fit for sea duty within the 120-day or 240-day period, as the case may be, but his physician of choice and the doctor chosen under Section 20-B(3) of the POEA-SEC are of a contrary opinion;
>
> (d) The company-designated physician acknowledged that he is partially permanently disabled but other doctors who he consulted, on his own and jointly with his employer, believed that his disability is not only permanent but total as well;
>
> (e) The company-designated physician recognized that he is totally and permanently disabled but there is a dispute on the disability grading;
>
> (f) The company-designated physician determined that his medical condition is not compensable or work-related under the POEA-SEC but his doctor-of-choice and the third doctor selected under Section 20-B(3) of the POEA-SEC found otherwise and declared him unfit to work;

> (g) The company-designated physician declared him totally and permanently disabled but the employer refuses to pay him the corresponding benefits; and
>
> (h) The company-designated physician declared him partially and permanently disabled within the 120-day or 240-day period but he remains incapacitated to perform his usual sea duties after the lapse of said periods.[37]

After an assiduous assessment of the evidence, however, the Court finds that petitioner's claim for permanent disability benefits is without basis at all.

First. Petitioner's complaint is premature. A perusal of the detailed medical reports issued by the company-designated physicians reveals that despite the examinations and procedures that were conducted on petitioner, they were not yet able to form a definitive assessment of his ailment. Oft-repeated in the medical reports of the company-designated physicians is the fact that despite the described medical examinations conducted on petitioner, he was to be re-evaluated following continued physical therapy and medications. Then, when the company-designated physician suggested a disability grading of "Grade 12 (neck) – slight stiffness of the neck and Grade 11 (chest-trunk-spine) – slight rigidity or 1/3 loss of motion or lifting power of the trunk," he was still required to come back for further re-evaluation, as he did when he reported back in December 2008 and on January 6, 2009. Unfortunately, despite orders from the company-designated physician to come back once more on February 3, 2009 for re-evaluation, he never did.

In other words, when petitioner decided to seek the opinion of Dr. Escutin, it was yet to be established by the company-designated physicians whether he was totally or partially disabled, as the disability grading was tentatively given and **only as a suggestion**, from the results of the various examinations conducted on him as of that time. To be sure, the findings of the company-designated physicians are worth reiterating:

> **Suggested disability grading** is Grade 12 (neck) – slight stiffness of the neck and Grade 11 (chest-trunk-spine) – slight rigidity or 1/3 loss of motion or lifting power of the trunk.[38] [Emphasis supplied]

The fact that the company-designated physicians needed to further examine petitioner's condition following continued medication and therapy cannot be denied. While initial treatment and medication proved successful in alleviating his *back* injury, he still continued to suffer on and off bouts of pain on his *neck*. After that, he again complained of back pains, so he was treated and required once more to report for re-evaluation. Thus, considering the sporadic nature of his condition, it was reasonable for the company-designated physicians to require him to be routinely re-evaluated.

Noteworthy at this juncture is the observation of the CA that from the time petitioner sustained his injury until a disability grading of Grade 11 (for the chest-trunk-spine) and Grade 12 (for the neck), only 110 days had lapsed. At the time he instituted his labor complaint on February 11, 2009, only 196 days had lapsed. Clearly, respondents were deprived of the opportunity to determine whether his claim for permanent total disability benefits had any merit.

Second. Even assuming *ex gratia argumenti* that the company-designated physicians had arrived at a final conclusion of Grade 11/12 disability, petitioner's evidence would still cast doubt on such findings. In stark contrast to the detailed medical reports by the company-designated physicians, a reading of the medical report of Dr. Escutin shows that it was not supported by any diagnostic tests and/or procedures sufficient to refute the results of those administered to petitioner by the company-designated physicians. Dr. Escutin's assessment of "permanent disability" for petitioner merely hinged on the following general impressions, to wit:

> PERTINENT PHYSICAL IMPRESSION
> GENERAL SURVEY: Conscious, coherent, ambulatory
> NECK EXAMINATION:
>
> - Pain on deep palpation
> - Absence of normal lordotic curve
> - Pain on twisting/flexion/ Extension of the NECK
> - Numbness at the back of the neck
> - Elevation of the right upper extremity is painful
>
> BACK EXAMINATION
> - Pain on prolong walking/standing
> - Leg straight raisin up to 30 degrees
> - Difficulty in climbing up the stairs
> - Pain on twisting/bending on the trunk
>
> FINAL DIAGNOSIS
> - CENTRAL DISC HERNIATION, C3/C4, C4/C5
> - CERVICAL SPONDYLOSIS
> - CENTRAL DISC (sic) HERNATION L4/L5
> - SPONDYLOLISTHEISI, L5/S1
> - NERVE RADICULPATHY, C3/C4, C4/C5/L4/L5,L5S1.

Moreover, Dr. Escutin's conclusion that petitioner suffered from "permanent disability" and that he was unfit to serve as a seaman in any capacity was anchored primarily on petitioner's own narration that as a result of his previous examination at the Metropolitan Medical Center, he was diagnosed to have a herniated disc at the cervical and lumbar spine; that he was recommended for operation, but he refused, considering it was the plan to remove the disc that was pressing on his nerve roots;

and that he was informed that if the disc would not be removed, his condition would worsen to the extent that he could not anymore use his upper extremities.

A cursory review of the medical reports of the company-designated physicians would reveal that no such findings were ever made. Dr. Escutin's bases for his conclusion were, thus, inexistent.

The initial finding of the company-designated physician that petitioner suffered from "Grade 1 Spondylolisthesis" does not provide sufficient basis to award him permanent total disability benefits. In determining the severity of one who suffers from spondylolisthesis, the Meyerding classification system is the standard used to determine the degree the vertebral body has slipped forward over the body beneath it.[39] It classifies "Grade 1 Spondylolisthesis" as the least severe of spondylolisthesis with 0% to 25% of the vertebral body having slipped forward, and "Grade 5 Spondylolisthesis" as the most severe, with 75% to 100% of the vertebral body having slipped forward.[40]

The conclusion, therefore, is that when petitioner was initially diagnosed on August 2, 2008 by the company-designated physicians with "Grade 1 Spondylolisthesis," he was suffering the least severe case of spondylolisthesis. The report only intended to give a medical assessment as to the severity of his back injury. It never meant to provide a disability grading of Grade 1 equivalent to permanent total disability. The conclusion that he was diagnosed to have suffered the least severe of spondylolisthesis is buttressed by the fact that the company-designated physicians never remotely suggested the idea of surgery as the only way to correct his back injury and that medication and therapy would suffice to cure his condition.

At any rate, as explained above, the August 2, 2008 finding of "Grade 1 Spondylolisthesis" was only the initial prognosis of the company-designated physicians as to the state of health of petitioner. Such a conclusion is undeniable considering that the same medical report also required him to return for re-evaluation after continued therapy and medication.

Third. Assuming that petitioner indeed suffered the most severe of back injuries, in addition to his neck injury, he could still not be entitled to his claim for permanent total disability benefits. It should be remembered that under the terms of the POEA-SEC, for an illness suffered by a seafarer to be compensable, it must first fall within the definition of the term "work-related illness," that is, any sickness as a result of an occupational disease listed under Section 32-A with the conditions set therein satisfied.

While work-relatedness is indeed presumed,[41] the Court, in *Leonis Navigation Co., Inc. v. Villamater,*[42] explained that the legal presumption in Section 20(B)(4) of the POEA-SEC should be read together with the requirements specified by Section 32-A of the same contract, in that Section 20(B)(4) only affords a disputable presumption.

Thus, for disability to be compensable under Section 20 (B)(4) of the POEA-SEC, two elements must concur: (1) the injury or illness must be **work-related**; and (2) the work-related injury or illness must have **existed during the term of the seafarer's employment contract**. In other words, to be entitled to compensation and benefits under this provision, it is not sufficient to simply establish that the seafarer's illness or injury has rendered him permanently or partially disabled; it must also be shown that there is a **causal connection** between the seafarer's illness or injury and the work for which he had been contracted.[43]

In this case, the record is bereft of any evidence to prove satisfaction of the said conditions. Petitioner's claim of permanent total disability as a result of his neck and back condition is anchored solely on his bare and uncorroborated insistence that he was declared fit to work as seaman after his Pre-Employment Medical Examination *(PEME)*; that he acquired his illness during the term of his employment with respondents; and that his illness was a necessary result of his collapse after being exposed to heat while in the boiler room and because of "the 40 degree Celsius temperatures of the Dubai summertime."

There is even no substantiation at all that his collapse while on board the MV Al Isha'a directly caused, or at least increased the risk of, his neck and back injury. No medical history and/or record prior to his deployment on board the vessel MV Al Isha'a or any evidence as to the nature of his work was ever presented or alluded to in order to demonstrate that the working conditions on board the said vessel increased the risk of contracting his illness.

Indeed, evidence on record is totally bare of essential facts on how petitioner contracted or developed his illness and how and why his working conditions increased the risk of contracting the same. In the absence of substantial evidence, the Court cannot just presume that his job caused his illness or aggravated any pre-existing condition he might have had.

It is of no moment that petitioner passed his PEME. In *Quizora v. Denholm Crew Management (Philippines), Inc.*,[44] the Court reiterated the statement in *Magsaysay Maritime Corporation and/or Cruise Ships Catering and Services International, N.V. v. National Labor Relations Commission*[45] that:

> The fact that respondent passed the company's PEME is of no moment. We have ruled that in the past the PEME is not exploratory in nature. It was not intended to be a totally in-depth and thorough examination of an applicant's medical condition. The PEME merely determines whether one is "fit to work" at sea or "fit for sea service," it does not state the real state of health of an applicant. In short, the "fit to work" declaration in the respondent's PEME cannot be a conclusive proof to show that he was free from any ailment prior to his deployment. Thus we held in *NYK-FIL Ship Management, Inc. v. NLRC*:

> While a PEME may reveal enough for the petitioner (vessel) to decide whether a seafarer is fit for overseas employment, it may not be relied upon to inform petitioners of a seafarer's true state of health. The PEME could not have divulged respondent's illness considering that the examinations were not exploratory.

Verily, the grant of total and permanent disability is not automatically awarded simply because a seafarer suffered an injury or contracted an illness after initially passing his PEME. Awards of compensation cannot rest on speculations or presumptions, for the claimant must prove a positive proposition.[46] In this case, the burden is placed upon petitioner to present by substantial evidence, or such relevant evidence which a reasonable mind might accept as sufficient to support a conclusion, to prove causation between the nature of his employment and his illness, or that the risk of contracting the illness was increased by his working condition. [47] In short, the *onus probandi* falls on petitioner to establish or substantiate his claim that he is entitled to disability benefits by the requisite quantum of evidence.[48]

For lack of factual and legal basis to sustain them, petitioner is not entitled to any claim, more so his ancillary claims for medical expenses, damages and attorney's fees.

At any rate, it bears noting that respondents have not sought a reversal, much less a modification, of the CA award of Grade 11/12 disability benefits. Thus, they are deemed to have accepted the same as a just settlement of the controversy.

WHEREFORE, the petition is **DENIED**.

SO ORDERED.

Velasco, Jr, (Chairperson), Peralta, Villarama, Jr.,[*] and *Leonen, JJ.,* concur.

August 4, 2014

N O T I C E OF J U D G M E N T

Sirs/Mesdames:

Please take notice that on **July 9, 2014** a Decision, copy attached herewith, was rendered by the Supreme Court in the above-entitled case, the original of which

was received by this Office on August 4, 2014 at 1:45 p.m.

Very truly yours,
(SGD)
WILFREDO V. LAPITAN
Division Clerk of Court

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* Designated Acting Member in view of the vacancy in the Third Division, per Special Order No. 1691 dated May 22, 2014.

[1] *Rollo*, pp. 61-77. Penned by Associate Justice Rodil V. Zalameda, with Associate Justices Andres B. Reyes, Jr. and Ramon M. Bato, Jr., concurring.

[2] Id. at 78-79.

[3] Id. at 36-45.

[4] Id. at 46-58. Penned by Presiding Commissioner Gerardo C. Nograles, with Commissioners Perlita B. Velasco and Romeo L. Go, concurring.

[5] Id. at 59-60.

[6] CA *rollo,* pp. 2-173.

[7] *Rollo*, pp. 61-77.

[8] Id. at 78-79.

[9] CA *rollo*, pp. 73-76.

[10] Id. at 104-110.

[11] Id. at 111.

[12] Id.

[13] See LA Decision, pp. 5-6; CA *rollo,* pp. 35-36; NLRC Decision, pp. 5; CA *rollo*, p. 45; CA Decision, pp. 3-4; *rollo,* pp. 63-64.

[14] CA *rollo*, p. 112.

[15] See LA Decision, p. 9; id. at 39.

[16] Id. at 113-116.

[17] Id. at 80.

[18] Id. at 81.

[19] Id. at 31-40.

[20] LA Decision, p. 8; id. at 38.

[21] LA Decision, p. 8; id. at 38-39.

[22] LA Decision, p. 10; id. at 40.

[23] *Rollo,* pp. 46-48.

[24] NLRC Decision, pp. 9-10; id. at 49-50.

[25] NLRC Decision, p.10; id. at 50.

[26] NLRC Decision, p.11; id. at 51.

[27] *Rollo,* pp. 59-60.

[28] Id. at 68-70.

[29] Id. at 19.

[30] Id. at 20-22.

[31] Id. at 22-29.

[32] *CBL Transit, Inc. v. National Labor Relations Commission*, 469 Phil. 363, 371 (2004).

[33] *Alfaro v. Court of Appeals,* 416 Phil. 310, 318 (2001).

[34] *Nisda v. Sea Serve Maritime Agency,* 611 Phil. 291, 311 (2009).

[35] *C.F. Sharp Crew Management, Inc. v. Taok,* G.R. No. 193679, July 18, 2012, 677 SCRA 296.

[36] 588 Phil. 895, 912 (2008).

[37] *CF Sharp Crew Management, Inc. v. Taok,* supra note 35, at 315.

[38] CA *rollo*, p. 111.

[39] Spondylolisthesis Grading System, by Drs. Jeremy Jones and Frank Gaillard; posted at; last visited June 17, 2014.

[40] Spondylolisthesis: Back Condition and Treatment, by Mary Rodts, DNP and Dr. Christopher P. Silveri, M.D.; posted at< http://www.spineuniverse.com/conditions /spondylolisthesis/spondylolisthesis-back-condition-treatment>; last visited June 17, 2014; Spondylolisthesis, by Drs. Jason C. Eck, DO, MS and William C. Shiel, Jr., MD, FACP, FACR; posted at ; last visited June 18, 2014; Spondylolisthesis Grades, by Laser Spine Institute, posted at ; last visited June 17, 2014; Spondylolisthesis, by The Cleveland Clinic Foundation, posted at ; last visited June 17, 2014.

[41] Section 20(B)(4) of the POEA-SEC.

[42] G.R. No. 179169, March 3, 2010, 614 SCRA 182, 196.

[43] *Magsaysay Maritime Corporation and/or Cruise Ships Catering and Services International, N.V. v. National Labor Relations Commission*, G.R. No. 186180, March 22, 2010, 616 SCRA 362, 373.

[44] G.R. No. 185412, November 16, 2011, 660 SCRA 309, 322.

[45] Supra note 43.

[46] *Gatus v. Social Security System,* G.R. No. 174725, January 26, 2011, 640 SCRA 553, 561.

[47] *Magsaysay Maritime Corporation and/or Cruise Ships Catering and Services International, N.V. v. National Labor Relations Commission,* supra note 43, at 376.

[48] *Andrada v. Agemar Manning Agency, Inc.*, G.R. No. 194758, October 24, 2012, 684 SCRA 587, 601.
