THIRD DIVISION

[G.R. No. 217123, February 06, 2019]

OSCAR M. PARINGIT, PETITIONER, VS. GLOBAL GATEWAY CREWING SERVICES, INC.,* MID-SOUTH SHIP AND CREW MANAGEMENT, INC., AND/OR CAPTAIN SIMEON FLORES, RESPONDENTS.

DECISION

LEONEN, J.:

There is very little that seafarers can do to better their working conditions upon boarding a ship. It is the shipowners and their representatives who have better resources to ensure that their crew members are properly nourished, kept adequately fit, and are placed in a situation where they are not put at any risk greater than what is inherent in their jobs. After all, a crew properly nourished, adequately fit, and enjoying humane working conditions will redound to the benefit of the shipowners. No ship sails without a human crew. Consequently, the crew's quality of skills and state of health significantly determine the efficiency of the shipping business. Taking responsibility for the health of all human souls on their ships also defines the shipowners' sense of humanity and justice.

This resolves the Petition for Review on Certiorari[1] filed by Oscar M. Paringit (Paringit), assailing the Court of Appeals September 11, 2014 Decision[2] and February 24, 2015 Resolution[3] in CA-G.R. SP. No. 129579. The Court of Appeals reversed the January 31, 2013 Decision[4] and March 27, 2013 Resolution[5] of the National Labor Relations Commission in NLRC LAC (OFW-M)-11-001006-12 (NLRC NCR (M)-06-08823-12).

On June 1, 2010, Paringit entered into a six (6)-month employment contract with Mid-South Ship and Crew Management, Inc., representing Seaworld Marine Services, S.A. He was employed as Chief Mate of the Panaman vessel Tsavliris Hellas with a basic monthly salary of US$1,700.00 for 48 hours a week, overtime pay of US$1,500.00, and vacation leave with pay of US$200.00.[6] Prior to his deployment, Paringit underwent a pre-employment medical examination, where he disclosed that he had high blood pressure. Still, he was declared fit for duty.[7]

A few months later, Paringit began to feel constantly fatigued and stressed. He also noticed blood in his feces beginning October 1, 2011.[8]

On January 13, 2012, when the vessel docked at the port of Las Palmas, Spain, Paringit

was rushed to the intensive care unit of Clinica Perpetuo Socorro, where he underwent blood transfusion.[9]

On January 14, 2012, Paringit was discharged from the intensive care unit with a diagnosis of: "Decompensated cardiac insufficiency. Severe anemia. Renal dysfunction."[10] He was transferred to a regular room for further treatment and monitoring and was discharged from the hospital on February 2, 2012. He was soon medically repatriated and arrived in Manila on February 9, 2012.[11]

On February 13, 2012, Paringit was admitted to the YGEIA Medical Center for evaluation and management. He again underwent blood transfusion and was placed on medication.[12]

On February 20, 2012, Paringit was discharged from the hospital with a working diagnosis of: "Congestive Heart Failure; Hypertensive Cardio Vascular Disease[;] Valvular Heart Disease; Anemia Secondary to Upper GI Bleeding Secondary to Bleeding Peptic Ulcer Disease[.]"[13] Dr. Maria Lourdes A. Quetulio (Dr. Quetulio), the company-designated physician, prescribed Paringit's medication and advised him to return to the hospital on February 29, 2012 for his check-up.[14]

On February 29, 2012, after his check-up, Dr. Quetulio advised Paringit to continue his prescribed medication and referred him to a valvular heart specialist for further management. She also advised him to return for his follow-up check-up on March 5, 2012.[15]

On March 2, 2012, Paringit consulted a valvular heart specialist at the Philippine Heart Center who advised him to have a repeat 2D echocardiogram and coronary angiography.[16]

On March 5, 2012, Dr. Quetulio noted that Paringit was a candidate for open heart surgery. She also advised him to continue his medication while waiting for his employer's go signal on his recommended procedures.[17]

Paringit underwent repeat 2D echocardiogram, which showed that he had a severe valvular problem. The cardiologist who examined him recommended that he undergo open heart surgery for valve replacement or repair, with possible coronary bypass graft.[18]

On March 22, 2012, Paringit underwent a coronary angiography. While the procedure revealed that he had no blocked coronary vessels, the attending cardiologist opined that he still had to undergo open heart surgery for valve replacement or repair. Dr. Quetulio again advised him to continue his medication while awaiting his employer's approval of the recommended open-heart surgery.[19]

By April 30, 2012, Paringit was still waiting for his employer's decision on his open-heart surgery.[20]

On May 18, 2012, Dr. Quetulio noted that Paringit hesitated to undergo the recommended open-heart surgery and wanted to undergo a herbal treatment instead.[21]

On June 4, 2012, Paringit consulted Dr. May S. Donato-Tan (Dr. Donato-Tan), a cardiologist at the Philippine Heart Center. After evaluating Paringit and reviewing the results of his laboratory examinations, Dr. Donate-Tan concluded that with his heart condition, he would need regular medication, further laboratory procedures, and periodic check-ups with a cardiologist to prevent any aggravation of his illness. She declared him to be permanently disabled and unfit for duty as a seaman.[22]

On June 11, 2012, Paringit filed a Complaint[23] for medical expenses and other money claims against Global Gateway Crewing Services, Inc. (Global Gateway),[24] Mid-South Ship & Crew Management, Inc., Seaworld Marine Services, S.A., and Captain Simeon Flores (Captain Flores), president of Global Gateway.

On June 13, 2012, Paringit executed a quitclaim,[25] where he acknowledged receiving US$6,636.70 from St. Tsavliris Hellas as his sickness allowance from February 8, 2012 to June 8, 2012.

On June 18, 2012, Dr. Quetulio informed Global Gateway that Paringit seemed hesitant to undergo the recommended operation and instead opted for herbal treatment. She also stated that Paringit's heart condition was preexisting, not work-related.[26]

After the parties failed to settle the issue, they were directed to submit their respective position papers.[27]

In her October 4, 2012 Decision,[28] Labor Arbiter Lilia S. Savari (Labor Arbiter Savari) granted Paringit's Complaint. She found that his various illnesses were work-related or work-aggravated, brought about by the type of food served and the stressful nature of his job aboard the ship.

Further, Labor Arbiter Savari found that since Dr. Donato-Tan declared Paringit's unfitness to work as a seafarer, his disability was total and permanent.[29]

The dispositive portion of Labor Arbiter Savari's Decision read:

> **WHEREFORE**, a Decision is hereby rendered ordering Respondents jointly and severally to pay Complainant permanent total disability Grade 1, in the amount of **US$60,000.00** plus **10%** thereof as and by way of attorney's fees.
>
> **SO ORDERED.**[30] (Emphasis in the original)

Global Gateway and Captain Flores appealed Labor Arbiter Savari's Decision before the National Labor Relations Commission.[31]

In its January 31, 2013 Decision,[32] the National Labor Relations Commission dismissed the Appeal and affirmed Labor Arbiter Savari 's Decision.

The National Labor Relations Commission upheld Labor Arbiter Savari's ruling that Paringit was entitled to permanent total disability benefits, his illness being work-related and acquired during the term of his employment contract.[33]

The dispositive portion of the National Labor Relations Commission Decision read:

> WHEREFORE, premises considered, respondent's appeal is hereby DISMISSED for lack of merit. The assailed Decision is AFFIRMED.[34]

Global Gateway and Captain Flores moved for reconsideration,[35] but their Motion was denied[36] on March 27, 2013.

They then filed a Petition for Certiorari[37] before the Court of Appeals.

On September 11, 2014, the Court of Appeals[38] granted their Petition.

The Court of Appeals faulted Paringit for choosing an alternative treatment, then demanding permanent and total disability benefits based on his doctor's assessment on his unfitness for sea duty, rather than consulting a third physician as required by law.[39]

Further, the Court of Appeals noted that Paringit filed his Complaint 124 days after his medical repatriation, which was still well within the 240-day medical treatment period granted to his employer. Thus, the Complaint was premature since he had no cause of action for his claim of total and permanent disability benefits.[40]

The dispositive portion of the Court of Appeals Decision read:

> **WHEREFORE**, premises considered, the instant Petition for Certiorari is **GRANTED**. Accordingly, the January 31, 2013 Decision and March 27, 2013 Resolution of the National Labor Relations Commission, which affirmed the Labor Arbiter's October 4, 2012 Decision, are **REVERSED** and **SET ASIDE**. The complaint filed by Oscar Paringit is hereby **DISMISSED**.
>
> **SO ORDERED.**[41] (Emphasis in the original)

Paringit moved for reconsideration,[42] but the Court of Appeals denied[43] his Motion on February 24, 2015.

In his Petition for Review on Certiorari,[44] petitioner Paringit assails the Court of Appeals' reversal of the labor tribunals' uniform factual findings that he was entitled to disability benefits due to his permanent and total disability.[45]

Petitioner asserts that his ailment was work-related and aggravated by the nature of his job aboard the vessel. He insists that the Court of Appeals erred in relying on the company-designated physician's assessment to refute the statutory presumption of compensability of a listed disease.[46]

Furthermore, petitioner points out that the disputable presumption of compensability is in favor of the seafarer. Thus, the employer has the burden of overcoming the statutory presumption.[47] With his employer's failure to discredit his claim of a work-related or work-aggravated ailment, he insists that he is entitled to the maximum disability benefit as he was already unfit to work on board the vessel.[48]

In their Comment,[49] respondents Global Gateway and Captain Flores maintain that the Court of Appeals did not err in reversing the labor tribunals' rulings because petitioner failed to prove that he suffered a work-related illness. They claim that the findings of the company-designated physician were rightfully given credence over those of petitioner's private physician, since she had the opportunity to closely monitor petitioner through a prolonged period. They also highlight petitioner's failure to refer the matter to a third doctor, as required under the law.[50]

In his Reply,[51] petitioner emphasizes that the company-designated physician diagnosed him with a coronary disease, and even recommended that he undergo open-heart surgery. The issue of compensability only arose when the company-designated physician concluded that his ailment was not work related. He underscores that the company-designated physician never explained why his ailment was not work-related or what caused it.[52]

The sole issue for this Court's resolution is whether or not the Court of Appeals erred in reversing the findings and rulings of the labor tribunals, which granted petitioner's disability claims.

In reviewing the Court of Appeals' decision, this Court determines its legal correctness "from the prism of whether it correctly determined the presence or absence of grave abuse of discretion in the [National Labor Relations Commission] decision before it."[53]

Montoya v. Transmed Manila Corporation[54] laid down the parameters of judicial review for a labor case under Rule 45:

> In a Rule 45 review, we consider the correctness of the assailed CA decision, in contrast with the review for jurisdictional error that we undertake under Rule 65. Furthermore, Rule 45 limits us to the review of questions of law raised against the assailed CA decision. In ruling for legal correctness, we have to view the CA decision in the same context that the petition for *certiorari* it ruled upon was presented to it; we have to examine the CA decision from the prism of whether it correctly determined the presence or absence of grave abuse of discretion in the NLRC decision before it, not on the basis of whether the NLRC decision on the merits of the case was correct. In other words, we have to be keenly aware that the CA undertook

> a Rule 65 review, not a review on appeal, of the NLRC decision challenged before it. This is the approach that should be basic in a Rule 45 review of a CA ruling in a labor case. In question form, the question to ask is: Did the CA correctly determine whether the NLRC committed grave abuse of discretion in ruling on the case?[55]

A court or tribunal is said to have acted with grave abuse of discretion when it capriciously acts or whimsically exercises judgment. The abuse of discretion must be so flagrant that it amounts to a virtual refusal to perform a duty as provided by law. "Mere abuse of discretion is not enough."[56]

A review of the records convinces this Court that the findings of the National Labor Relations Commission were amply supported by substantial evidence.

To grant a seafarer's claim for disability benefits, the following requisites must be present:

> (1) [H]e suffered an illness; (2) he suffered this illness during the term of his employment contract; (3) he complied with the procedures prescribed under Section 20-B; (4) his illness is one of the enumerated occupational disease[s] or that his illness or injury is otherwise work-related; and (5) he complied with the four conditions enumerated under Section 32-A for an occupational disease or a disputably-presumed work-related disease to be compensable.[57]

It is not disputed that petitioner was initially diagnosed with heart disease, anemia, renal dysfunction, and that he fell ill while he was aboard the Tsavrilis Hellas.[58] This resulted in his medical repatriation and arrival m Manila on February 9, 2012.[59]

Likewise, petitioner submitted himself to a post-employment medical examination conducted by a company-designated physician. On February 14, 2012, Dr. Quetulio, the company-designated physician, directed admitting petitioner to a hospital to undergo blood transfusion and further tests to rule out coronary artery disease or cardiomyopathy.[60]

On March 19, 2012, after petitioner underwent more laboratory tests, procedures, and consulted with a cardiologist, Dr. Quetulio informed respondent Global Gateway that petitioner had to undergo open-heart surgery, which costs around P1,000,000.00 to P1,200,000.00.[61] Dr. Quetulio awaited several months[62] for respondent Global Gateway's permission to push through with petitioner's needed open-heart surgery.

On June 18, 2012, Dr. Quetulio diagnosed petitioner with "Congestive Heart Failure; Hypertensive Cardiovascular Disease; Valvular Heart Disease; Anemia Secondary to Upper GI Bleeding Secondary to Bleeding Peptic Ulcer Disease."[63] Her diagnosis was consistent with the findings of Dr. Donato Tan, petitioner's private physician, who confirmed that petitioner had a heart ailment.[64]

The Philippine Overseas Employment Administration Standard Employment Contract

(POEA Standard Employment Contract) defines a work-related illness as "any sickness as a result of an occupational disease listed under Section 32-A of this Contract with the conditions set therein satisfied."[65] The conditions under Section 32-A are:

> SECTION 32-A. Occupational Diseases. -
>
> For an occupational disease and the resulting disability or death to be compensable, all of the following conditions must be satisfied:
>
> 1. The seafarer's work must involve the risks described herein;
>
> 2. The disease was contracted as a result of the seafarer's exposure to the described risks;
>
> 3. The disease was contracted within a period of exposure and under such other factors necessary to contract it; and
>
> 4. There was no notorious negligence on the part of the seafarer.

Petitioner's heart ailments are classified under a cardiovascular event, as defined in Section 32-A(11) of the POEA Standard Employment Contract:

> Section 32-A. Occupational Diseases. -
>
> ....
>
> The following diseases are considered as occupational when contracted under working conditions involving the risks described herein:
>
> Occupational Disease
>
> ....
>
> 11. Cardio-vascular events - to include heart attack, chest pain (angina), heart failure or sudden death. Any of the following conditions must be met:
>
> a. If the heart disease was known to have been present during employment, there must be proof that an acute exacerbation was clearly precipitated by an unusual strain by reasons of the nature of his work
>
> b. the strain of work that brings about an acute attack must be sufficient severity and must be followed within 24 hours by the clinical signs of a cardiac insult to constitute causal relationship
>
> c. if a person who was apparently asymptomatic before being subjected to strain at work showed signs and symptoms of cardiac injury during the performance of his work and such symptoms and signs persisted, it is reasonable to claim a causal relationship

> d. if a person is a known hypertensive or diabetic, he should show compliance with prescribed maintenance medications and doctor-recommended lifestyle changes. The employer shall provide a workplace conducive for such compliance in accordance with Section 1(A) paragraph 5
>
> e. in a patient not known to have hypertension or diabetes, as indicated on his last PEME

Petitioner, known to be hypertensive, was required under Section 32- A(11)(d) to prove that he complied with the "prescribed maintenance medications and doctor-recommended lifestyle changes." Likewise, the employer is required to "provide a workplace conducive for such compliance[.]"

In reversing the labor tribunals' rulings, the Court of Appeals held that petitioner failed to prove the causal connection between his heart disease and work aboard the vessel as Chief Mate. It noted that petitioner's valvular heart disease was mostly a result of poor lifestyle choices and health habits. Hence, it was not indicative of work-relatedness.[66]

The Court of Appeals is mistaken.

Petitioner took medication to normalize his high blood pressure,[67] but the working conditions and mandatory diet aboard the vessel made it difficult and nearly impossible for him to maintain a healthy lifestyle. He stressed that he and the other seafarers were served mostly high-fat, high-cholesterol, and low-fiber food aboard the vessel. Furthermore, his work as Chief Mate carried considerable stress and required him to stay up for long stretches of time, up to the early hours of the morning.[68] Labor Arbiter Savari noted:

> This Office takes judicial notice that ocean going vessels are in the high seas for a considerable length of time and that the seafarers on board are not free to choose their diet as they must content with the provisions on board which are usually frozen, preserved, smoked, salted and canned meats and vegetable products as these foods are not easily perishable while fresh fruits and vegetables cannot last long in the high seas. Therefore, with this kind of diet plus the stress of the job on board if only to keep the safety of the vessel, its crew and cargoes have their toll even upon a healthy person. Seafarers have to brave storms, typhoons and high waves during the vessel's journey plus the sudden change of climate and temperature as the vessel crossed territories. These are the factors sufficient to make a person ill.[69]

Labor Arbiter Savari also found that petitioner, despite being hypertensive, was declared fit to work in his pre-employment medical examination. Moreover, the poor food choices in his workplace led or contributed to his heart disease:

> Complainant was declared fit to work prior to embarkation, hence, there is no other conclusion than that he developed or his illnesses were triggered or aggravated on board and his working conditions precipitated his unknown

illnesses.

> Hence, Complainant's diseases which are congestive heart failure, hypertensive cardiovascular disease, valvular heart disease are work-related or aggravated because the fats and chemicals in frozen and preserved meats congested his arteries. His stress caused peptic ulcer to the Complainant. Clearly, Complainant's illnesses are work-related/aggravated.[70]

The National Labor Relations Commission upheld Labor Arbiter Savari's findings, thus:

> We agree with the Labor Arbiter's finding that complainant's current medical condition was a work-acquired illness. As correctly noted by the Labor Arbiter, complainant was subjected to several tests by the respondents prior to embarkation and was "declared fit for sea duty" thus the conclusive presumption that complainant's illness was acquired while on-board the ocean-going vessel.[71]

Magsaysay Maritime Services, et al. v. Laurel[72] emphasized that in determining the compensability of an illness, it is not necessary that the nature of the employment be the sole reason for the seafarer's illness. A reasonable connection between the disease and work undertaken already suffices:

> Settled is the rule that for illness to be compensable, it is not necessary that the nature of the employment be the sole and only reason for the illness suffered by the seafarer. It is sufficient that there is a reasonable linkage between the disease suffered by the employee and his work to lead a rational mind to conclude that his work may have contributed to the establishment or, at the very least, aggravation of any pre-existing condition he might have had.[73] (Citation omitted)

The Court of Appeals also faulted petitioner for filing his Complaint while Dr. Quetulio was still evaluating his condition.

The Court of Appeals is again mistaken.

Vergara v. Hammonia Maritime Services, Inc., et al.[74] explained the relevant rules and period for reckoning a seafarer's permanent disability for entitlement to disability benefits:

> 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.
>
> ....
>
> As we outlined above, a *temporary total disability only becomes permanent when so declared by the company physician within the periods he is allowed to do so, or upon the expiration of the maximum 240-day medical treatment period without a declaration of either fitness to work or the existence of a permanent disability*. In the present case, while the initial 120-day treatment or temporary total disability period was exceeded, the company-designated doctor duly made a declaration well within the extended 240-day period that the petitioner was fit to work. Viewed from this perspective, both the NLRC and CA were legally correct when they refused to recognize any disability because the petitioner had already been declared fit to resume his duties. In the absence of any disability after his temporary total disability was addressed, any further discussion of permanent partial and total disability, their existence, distinctions and consequences, becomes a surplusage that serves no useful purpose.[75] (Emphasis supplied, citations omitted)

Kestrel Shipping Co., Inc., et al. v. Munar,[76] then summarized the rules for entitlement to disability benefits discussed in *Vergara*:

> In *Vergara v. Hammonia Maritime Services, Inc.*, this Court read the POEA-SEC in harmony with the Labor Code and the AREC in interpreting in holding that: (a) the 120 days provided under Section 20-B (3) of the POEA-SEC is the period given to the employer to determine fitness to work and when the seafarer is deemed to be in a state of total and temporary disability; (b) the 120 days of total and temporary disability may be extended up to a maximum of 240 days should the seafarer require further medical treatment; and (c) a total and temporary disability becomes permanent when so declared by the company-designated physician within 120 or 240 days, as the case may be, or upon the expiration of the said periods without a declaration of either fitness to work or permanent disability and the seafarer is still unable to resume his regular seafaring duties.[77] (Citation omitted)

The records show that Dr. Quetulio recommended petitioner to undergo open-heart surgery, but respondent Global Gateway failed or refused to act on this. Dr. Quetulio first broached the possibility of open-heart surgery on March 5, 2012, about a month after petitioner's medical repatriation. The succeeding weeks led to her formally advising respondent Global Gateway of petitioner's need for open-heart surgery, yet the company failed or refused to respond to her request, despite repeated follow-ups.

The Court of Appeals faulted petitioner for filing a Complaint before Dr. Quetulio could

issue a disability assessment, and declared that she had 240 days to do so since petitioner needed additional treatment and evaluation. However, with respondent Global Gateway's deafening silence over the requested operation, stretching beyond the mandated 120 days within which Dr. Quetulio could give her assessment, it cannot be said that she needed additional time to assess petitioner's condition.

The facts show that petitioner had to undergo an open-heart surgery before Dr. Quetulio could properly assess his condition and issue a disability assessment. Unfortunately, Dr. Quetulio had reached an impasse with her management of petitioner's case. Respondent Global Gateway's silence meant that she could neither issue the required disability assessment within the 120-day period nor extend the period to 240 days to further evaluate and treat petitioner.

Dr. Quetulio's failure to timely issue a disability assessment was due to respondent Global Gateway, not because petitioner impliedly refused treatment due to his supposed inclination toward an alternative treatment, as the Court of Appeals held.[78] Thus, the labor tribunals did not err in giving credence to the findings of the private physician, who concluded:

> **Final Diagnosis:** mitral valve prolapse with severe mitral regurgitation and severe tricuspid regurgitation.
>
> **Disability Claim:**
>
> Based on the history, Physical examinations and laboratory examination, the patient suffers from mitral valve prolapse with severe mitral regurgitation and severe tricuspid regurgitation. Medications will need to be adjusted and further laboratories be done to prevent progression of signs and symptoms. Lifestyle medication is also advised. A consult with his cardiologist is warranted to control further recurrence of symptom as well as further deterioration caused by his present condition. His persistent symptoms hinder him from sufficiently performing his work as a seaman. He is therefore given permanent disability and declared unfit for duty in whatever capacity as a seaman.[79]

The POEA Standard Employment Contract spells out the conditions for compensability. Here, the compensability of petitioner's condition is clear; however, instead of fulfilling its responsibilities, respondent Global Gateway delayed his treatment and raised technical procedural barriers that were clearly unwarranted.

Shipowners who avail of Filipino hands on their decks take on the obligations of their contracts. Their crew members risk their lives and spend inordinate amounts of time attending to their businesses. Here, it would have been a measure of good business practice and a show of justice for respondents to have promptly attended to the people that make their businesses possible.

WHEREFORE, premises considered, the Petition for Review on Certiorari is **GRANTED**. The assailed Court of Appeals September 11, 2014 Decision and February 24, 2015 Resolution in CA-G.R. SP No. 129579 are **REVERSED AND SET ASIDE**.

SO ORDERED.

Peralta, (Chairperson), Jardeleza,* *A. Reyes, Jr.*, and *Hernando, JJ.*, concur.

March 26, 2019

NOTICE OF JUDGMENT

Sirs / Mesdames:

Please take notice that on **February 6, 2019** a Decision, copy attached hereto, was rendered by the Supreme Court in the above-entitled case, the original of which was received by this Office on March 26, 2019 at 9:30 a.m.

Very truly yours,

(SGD) WILFREDO V. LAPITAN
Division Clerk of Court

---

* Respondent name corrected from Global Shipping Management to Global Gateway Crewing Services, Inc.

* Designated additional Member per Special Order No. 2624-I dated January 28, 2019.

[1] *Rollo*, pp. 39-66.

[2] Id. at 71-91. The Decision was penned by Associate Justice Marlene Gonzales-Sison and concurred in by Associate Justices Rosmari D. Carandang (now a member of this Court) and Edwin D. Sorongon of the Fourth Division, Court of Appeals, Manila.

[3] Id. at 68-69. The Resolution was penned by Associate Justice Marlene Gonzales-Sison and concurred in by Associate Justices Rosmari D. Carandang (now a member of this Court) and Edwin D. Sorongon of the Former Fourth Division, Court of Appeals, Manila.

[4] Id. 289-302. The Decision was penned by Presiding Commissioner Alex A. Lopez and concurred in by Commissioners Gregorio O. Bilog III and Pablo C. Espiritu, Jr. of the Third Division, National Labor Relations Commission, Quezon City.

[5] Id. at 315-316. The Resolution was penned by Presiding Commissioner Alex A. Lopez and concurred in by Commissioners Gregorio O. Bilog III and Pablo C. Espiritu, Jr. of the Third Division, National Labor Relations Commission, Quezon City.

[6] Id. at 125.

[7] Id. at 126.

[8] Id. at 169.

[9] Id. at 166 and 207.

[10] Id. at 166.

[11] Id. at 169.

[12] Id. at 169-170.

[13] Id. at 171.

[14] Id.

[15] Id. at 172.

[16] Id. at 173.

[17] Id.

[18] Id. at 174.

[19] Id. at 175.

[20] Id. at 176.

[21] Id. at 177.

[22] Id. at 142-143.

[23] Id. at 98-100.

[24] Not Global Shipping Management as erroneously stated in the Petition.

[25] Id. at 178.

[26] Id. at 179.

[27] Id. at 293.

[28] Id. at 206-215.

[29] Id. at 214-215.

[30] Id. at 215.

[31] Id. at 216-232.

[32] Id. at 289-302.

[33] Id. at 297-298.

[34] Id. at 301.

[35] Id. at 303-313.

[36] Id. at 315-316.

[37] Id. at 317-335.

[38] Id. at 71-91.

[39] Id. at 85-86.

[40] Id. at 87-89.

[41] Id. at 90.

[42] Id. at 435-452.

[43] Id. at 68-69.

[44] Id. at 39-66.

[45] Id. at 48.

[46] Id. at 48-50.

[47] Id. at 56-58.

[48] Id. at 58-61.

[49] Id. at 472-479.

[50] Id. at 474-476.

[51] Id. at 483-499.

[52] Id. at 484-485.

[53] *Magsaysay Maritime Corporation v. National Labor Relations Commission*, 630 Phil. 352, 361 (2010) [Per J. Brion, Second Division].

[54] 613 Phil. 696 (2009) [Per J. Brion, Second Division].

[55] Id. at 707.

[56] *The Hongkong Shanghai Banking Corporation Employees Union v. National Labor Relations Commission*, 421 Phil. 864, 870 (2001) [Per J. Sandoval-Gutierrez, Third Division].

[57] *Jebsen Maritime, Inc., et al. v. Ravena*, 743 Phil. 371, 388-389 (2014) [Per J. Brion, Second Division].

[58] *Rollo*, p. 166.

[59] Id. at 169.

[60] Id. at 170.

[61] Id. at 174.

[62] Id. at 174-177.

[63] Id. at 179.

[64] Id. at 142.

[65] Philippine Overseas Employment Administration Memorandum Circular No. 010-10 (2010), definition of terms, no. 16.

[66] *Rollo*, p. 81.

[67] Id. at 170.

[68] Id. at 213.

[69] Id. at 213-214.

[70] Id. at 214.

[71] Id. at 297.

[72] 707 Phil. 210 (2013) [Per J. Mendoza, Third Division].

[73] Id. at 225.

[74] 588 Phil. 895 (2008) [Per J. Brion, Second Division].

[75] Id. at 912-913.

[76] 702 Phil. 717 (2013) [Per J. Reyes, First Division].

[77] Id. at 732-733.

[78] *Rollo*, p. 85.

[79] Id. at 142-143.

Source: Supreme Court E-Library
This page was dynamically generated by the E-Library Content Management System (E-LibCMS)