

THIRD DIVISION

[G.R. No. 234914, February 19, 2020]

JORGE P. ROSALES, PETITIONER, VS. SINGA SHIP MANAGEMENT PHILS., INC., SINGA SHIP MGT. PTE. LTD., MS. NORMA L. DAVID, RESPONDENTS.

DECISION

CARANDANG, J.:

Challenged in this Petition for Review on *Certiorari*^[1] filed pursuant to Rule 45 of the 1997 Rules of Civil Procedure is the Decision^[2] dated April 24, 2017 of the Court of Appeals (CA) in CA-G.R. SP No. 139921, the dispositive portion of which states:

WHEREFORE, premises considered, the Petition is hereby **GRANTED**. Accordingly, the assailed Decision dated 18 December 2014 and Resolution dated 12 February 2015, rendered by the National Labor Relations Commission are **ANNULLED and SET ASIDE** and the Complaint filed by private respondent against petitioners is **DISMISSED**.

By way of financial assistance, petitioners Singa Ship Management Phils., Inc., Singa Ship Mgt. Pte. Ltd., are **ORDERED** to pay private respondent the amount of USD 5,000.00 or its peso equivalent.

SO ORDERED.^[3] (Emphasis in the original)

Likewise assailed is the Resolution^[4] dated October 18, 2017 denying petitioner Jorge P. Rosales' (Rosales) Motion for Reconsideration.^[5]

Facts of the Case

Rosales was employed by respondents Singa Ship Management Phils., Inc., and Singa Ship Management Pte. Ltd. (collectively, respondents), as agent and foreign principal, respectively, under a Philippine Overseas Employment Agency-Standard Employment Contract (POEA-SEC)^[6] with the following terms and conditions:

Duration of Contract:	8 MONTHS
Position:	OFFICERS STAFF STEWARD/ESS
Basic Monthly Salary:	USD327.00
Hours of Work:	48 HOURS PER WEEK
Overtime:	USD152.00 LUMPSUM 105 HRS PER MONTH, INCLUDES FIXED OT AND WORK PERFORMED ON SUNDAYS AND PUBLIC HOLIDAYS

Vacation Leave with Pay: USD 66.00 LEAVE PAY 6 DAYS/ MONTH
Point of Hire: Manila, Philippines^[7]

Before Rosales was deployed, he underwent a pre-employment medical examination and was found "FIT" for duty with no restrictions.^[8] On November 26, 2012, Rosales boarded the vessel Queen Mary 2. His duties and responsibilities, as enumerated in his position paper, include the following:

- 8.1 Keeping rooms clean, making bunks, and serving the wants of the officers.
- 8.2 Ensure that cleaning equipment remain in working order while maintaining their safety.
- 8.3 Look into ordering new machinery or replacing old ones.
- 8.4 Ensure that unsanitary working conditions are prevented and he must also take special precaution toward prevention of disease.
- 8.5 Make sure the schedules are followed for timely completion of projects.
- 8.6 Identify laundry in the room (or cabin) and transfer it to laundryman for clean-up.
- 8.7 Provide assistance to other crew members.
- 8.8 Mattresses, bed springs, pillows, corners and connections of bunks should be examined very carefully and sprayed frequently. Toilets, bathrooms, and alley-ways also must be kept clean by the steward.
- 8.9 Responsible for waste collection including the separation and isolation of syringes and other biomedical waste.^[9]

He was mainly responsible for cleaning and maintaining rooms or cabins, waste collection, segregation, isolation, and disposal of syringes and bio-medical waste.^[10]

On June 25, 2013, Rosales complained of abdominal muscle and joint pains. It persisted despite consultation with the ship doctor and medication.^[11] Needing a proper work up on his liver functions,^[12] Rosales was repatriated to the Philippines on July 20, 2013.^[13]

Rosales reported to the company-designated physician on July 22, 2013. Initial impressions considered gastritis and ruled out liver pathology.^[14] On succeeding re-evaluations, Rosales was diagnosed with and treated for esophagitis; gastritis, and fatty liver.^[15] On December 9, 2013, after a series of 10 re-evaluations, the company-designated physician required Rosales to undergo Hepatitis profiling.^[16] Confirmatory test for Hepatitis C virus revealed that Rosales had Chronic Hepatitis C infection.^[17]

The company-designated physician's 15th report dated January 23, 2014 advised Rosales to await approval of a weekly therapy for six months depending on his response to treatment.^[18] On February 20, 2014, another re-evaluation was conducted and he was issued a certification stating: "Final Diagnosis (January 23, 2014) -

Esophagitis - Resolved; Gastritis - Resolved; Fatty Liver; Chronic Hepatitis C Infection."
[19]

In a letter dated February 25, 2014, the company-designated physician opined that Rosales' fatty, liver is secondary to hyperlipidemia (elevated cholesterol and triglyceride), thus, not work-related.[20] It was also explained that Hepatitis C infection is acquired by exposure to infected blood through needle or instruments, blood transfusion, vertical transmission from mother to unborn child, sexual intercourse - all of which are not work-related."^[21] The company-designated physician recommended that if patient is entitled for disability, his suggested disability grading is Grade "12 - slight residual or disorder."^[22]

On February 26, 2016, Rosales consulted an independent physician, Dr. Emmanuel U. Trinidad, who gave similar findings of fatty liver and Chronic Hepatitis C infection but declared his illness as work-related.^[23] Thereafter, Rosales filed a Complaint^[24] against respondents for payment of disability benefits, unpaid sickness allowance, reimbursement of medical and transportation expenses and damages.^[25]

Ruling of the Labor Arbiter

Labor Arbiter (LA) Marie Josephine C. Suarez rendered a Decision,^[26] the dispositive portion of which reads:

WHEREFORE, premises considered, judgment is rendered dismissing the Complaint for permanent total disability benefits. But SINGA SHIP MANAGEMENT PHILS, INC., SINGA SHIP MANAGEMENT PTE, LTD and NORMAL. DAVID are jointly and solidari[!]y ordered to pay JORGE PORIO ROSALES:

[1] US DOLLARS: TWO THOUSAND THREE HUNDRED FIFTY TWO [US \$2,352] or PESO equivalent at the time of payment, representing sickness allowance;

[2] US DOLLARS: FIVE THOUSAND [US\$5,000] or PESO equivalent at the time of payment representing financial assistance;

[3] US DOLLARS: SEVEN HUNDRED THIRTY FIVE and 20/100 [US\$ 735.20] or PESO equivalent at the time of payment, representing attorney's fees.

All other claims are dismissed for lack of merit.

The counter-claim is dismissed for lack of sufficient basis.^[27]

The LA agreed with the claim of respondents that Rosales' illness is not work-related, thus not entitled to permanent total benefits. It was found that Rosales' work as a steward did not expose him to the risks of contracting Hepatitis C.^[28] In sustaining the opinion of the company-designated physician that Rosales' illness is not work-related, the LA noted that Rosales' appointed physician merely stated that his illness is work-related or work-aggravated without explaining why it was so and without indicating whether such illness manifested while he was employed.^[29] Nonetheless, the LA

granted sickness allowance, financial assistance and attorney's fees to Rosales.^[30] The LA explained that Rosales got ill while on board the vessel and was medically repatriated before the lapse of his eight-month contract.^[31]

Ruling of the National Labor Relations Commission

On appeal, the National Labor Relations Commission (NLRC) issued a Decision^[32] granting Rosales' partial appeal and modifying the Decision of the LA as follows:

IN VIEW WHEREOF, the complainant's partial appeal is **GRANTED**. The Decision of the Labor Arbiter is hereby **MODIFIED**. In addition to the Labor Arbiter's award of sickness allowance in her appealed Decision, the respondents are directed to pay, jointly and severally, the complainant the amount of US\$60,000.00 representing his permanent total disability compensation, as well as attorney's fees equivalent to ten percent (10%) of the total monetary award or in their Philippine peso equivalent at the prevailing exchange rate on the actual date of payment. The award of financial assistance is **DELETED**.

SO ORDERED.^[33] (Emphasis in the original)

The NLRC held that Rosales' Hepatitis infection is an occupational disease which resulted in the seafarer's disability, hence, a work-related illness.^[34] The NLRC did not agree with respondents' theory that Rosales acquired the virus after he was repatriated because "Chronic Hepatitis C Infection is a case of Hepatitis C which lasts longer than six (6) months."^[35] The NLRC pointed out that since Rosales was diagnosed with "chronic Hepatitis C on December 10, 2013, it would appear that he was already afflicted with the Hepatitis infection as early as June 2013 or six (6) months earlier." He was on board the vessel then and still had eight months before his employment contract expires.^[36] The NLRC granted the maximum disability compensation equivalent to Grade 1 disability because Rosales was not able to pursue his usual work for more than 120 days.^[37]

Respondents moved for a reconsideration^[38] of said Decision but was denied by the NLRC through a Resolution dated February 12, 2015. ^[39]

Ruling of the Court of Appeals

In a Decision^[40] dated April 24, 2017, the CA annulled and set aside the Decision dated December 18, 2014 and Resolution dated February 12, 2015 of the NLRC.^[41] By way of financial assistance, respondents were ordered to pay Rosales the amount of US\$5,000.00 or its peso equivalent.^[42]

In setting aside the Decision and the Resolution of the NLRC, the CA found that Rosales failed to present sufficient proof to establish that his Chronic Hepatitis C and fatty liver were work-related.^[43] The CA held that the general statements of Rosales about the nature of his work suggest mere possibilities but not the probability required by law for disability compensation. Probability of work-connection must at least be anchored on

credible information and not on self-serving allegations.^[44] The CA further ruled, that the 2010 POEA-SEC provides that a disability grading shall no longer depend on the number of days of treatment.^[45]

Despite dismissing Rosales' complaint, the CA granted financial assistance in the amount of US\$5,000.00 or its peso equivalent due to humanitarian consideration and the length of Rosales' service with respondents.^[46]

The Motion for Reconsideration^[47] of Rosales was denied in a Resolution^[48] dated October 18, 2017.

In this petition, Rosales maintains that he is entitled to the maximum disability compensation because he is permanently and totally disabled. It has been more than 240 days from Rosales' repatriation and he continues to suffer from his multiple injuries, thus incapacitating him from performing his sea duties. He argues certification made known that, in the absence of a final and determinative to him within the 240 day period, his disability becomes total and permanent.^[49] Rosales also claims that the causal work-connection of his illness and his work aboard the vessel had been sufficiently established because his duties and responsibilities as steward exposed him to Hepatitis infection.^[50]

On the other hand, in respondents' Comment,^[51] they submit that Rosales' illness or condition is not compensable because he did not show substantial evidence proving that he contracted the illness while on board. Respondents posit that since Hepatitis C infection is transferred only through blood to blood transfusion, he should have stated the concrete instance or event when he contracted his illness.^[52]

Issues

The issues to be resolved in this petition are:

1. Whether Rosales' Chronic Hepatitis C and fatty liver are work-related and compensable; and
2. Whether Rosales is entitled to full disability benefits on account of his medical condition.

Ruling of the Court

Rosales' Chronic Hepatitis C and fatty liver are work-related, thus compensable.

Chronic Hepatitis C is an ailment caused by a bloodborne virus. The World Health Organization explained the various modes of infection of Hepatitis C virus as follows:

x x x [T]he most common modes of infection are through exposure to small quantities of blood. This may happen through injection drug use, unsafe injection practices, unsafe health care, transfusion of unscreened blood and blood products, and sexual practices that lead to exposure to blood.

x x x x

HCV can also be transmitted sexually and can be passed from an infected mother to her baby; however, these modes of transmission are less common.

Hepatitis C is not spread through breast milk, food, water or casual contact such as hugging, kissing and sharing food or drinks with an infected person.

[53]

The enumerated causes are just several modes of transmitting the virus to another individual. The enumeration did not necessarily exclude other modes of transmitting the virus. Although less common, the virus may even be transmitted by sharing a razor or a toothbrush with one who is infected with the virus.[54]

Viral Hepatitis is listed as an occupational disease under the POEA-SEC that is work-related and compensable when contracted during the term of the employee's contract. Section 32-A of the POEA-SEC states:

Sec. 32-A. Occupational Diseases.

x x x x

23. Viral Hepatitis.

In addition to working conditions already listed under Philippine Decree No. 626, as amended, any occupation involving exposure to a source of infection through ingestion of water, milk, or other foods contaminated with hepatitis virus; Provided that the physician determining the causal relationship between the employment and the illness should be able to indicate whether the disease of the afflicted worker manifested itself while he was so employed, knowing the incubation period thereof.[55]

In this case, it was established through the February 25, 2015 Letter of the company-designated physician that the illness of Rosales, chronic Hepatitis C, "is acquired by exposure to infected blood through needle or instruments, blood transfusion, vertical transmission from mother to unborn child, sexual intercourse." [56] While the viral Hepatitis considered occupational disease in the POEA-SEC is limited to those "spread through ingestion of water, milk, or other foods contaminated with hepatitis virus," [57] Section 20(A)(4) of the POEA-SEC provides that even those illnesses not listed in Section 32 are still disputably presumed work-related.

Despite not being a listed illness in Section 32, Chronic Hepatitis C is disputably presumed to be work-related. The conditions for compensability in Section 32-A of the POEA-SEC also apply to non-listed illnesses given that: (1) the legal presumption under Section 20(B)(4) accorded to the latter is limited only to "work-relatedness;" and (2) for its compensability, a reasonable connection between the nature of work on board the vessel and the illness contracted or aggravated must be shown. In *Romana v. Magsaysay Maritime Corporation*, [58] the Court explained that:

x x x [T]he presumption provided under Section 20 (B) (4) is only limited to the "work-relatedness" of an illness. It **does not cover and extend to compensability. In this sense, there exists a fine line between the**

work-relatedness of an illness and the matter of compensability. The former concept merely relates to the assumption that the seafarer's illness, albeit not listed as an occupational disease, may have been contracted during and in connection with one's work, whereas compensability pertains to the entitlement to receive compensation and benefits upon a showing that his work conditions caused or at least increased the risk of contracting the disease. This can be gathered from Section 32-A of the 2000 POEA-SEC which already qualifies the listed disease as an "occupational disease" (in other words, a "work-related disease"), but nevertheless, mentions certain conditions for said disease to be compensable:

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;
4. There was no notorious negligence on the part of the seafarer.

As differentiated from the matter of work-relatedness, no legal prescription of compensability is accorded in favor of the seafarer. As such, he bears the burden of proving that these conditions are met.^[59] (Emphasis, italics, and underscoring supplied)

Therefore, while Chronic Hepatitis C is not a listed occupational disease, the same standards laid down in Section 32-A of the POEA-SEC should be applied in determining the compensability of Rosales' illness.

There are two phases of Hepatitis C, "acute," meaning a new infection, and "chronic," meaning lifelong infection. Acute Hepatitis C "occurs within the first 6 months after someone is exposed to the hepatitis C virus. Hepatitis C can be a short-term illness, but for most people, acute infection leads to chronic infection."^[60] After this period has lapsed, "the hepatitis C virus enters what is known as the 'chronic phase'. This is when hepatitis C becomes a chronic of long-term infection."^[61]

In this case, it is clear, as it is highly probable, that Rosales contracted the Hepatitis C virus while he was on board the vessel. The incubation period or the time from the moment of exposure to an infectious agent until signs and symptoms of the disease appear for Hepatitis C ranges from two weeks to six months.^[62] It should be pointed out that Rosales boarded the vessel Queen Mary 2 on November 26, 2012^[63] and that he began complaining of abdominal muscle and joint pains on June 25, 2013, or more than six months from the time he boarded the vessel.^[64] Regardless of the phase or stage of his illness at the time he consulted the physician on board and began manifesting the symptoms of the illness, the chronology of the events leading to his repatriation and his medical treatments in the Philippines coincide with the incubation

period of the illness. Considering the nature of his work - where he had to clean rooms, handle, segregate, and dispose waste materials including syringes and other bio-medical wastes - and the timeline leading to the diagnosis of illness, it can be safely concluded that he contracted Chronic Hepatitis C while on board Queen Mary 2. There is a reasonable connection between the nature of his work and the Hepatitis C virus he acquired during the period of his employment to justify the compensability of his illness. Thus, the company-designated physician's declaration that Rosales' Hepatitis C infection is not work-related is erroneous.

With regard to Rosales' fatty liver, We find the illness to be work-related too. Fatty liver (Steatosis) is common in people afflicted with Hepatitis C as a consequence of viral infection.^[65] Considering that his fatty liver is attributed to his Chronic Hepatitis C illness, it is also work-related.

Rosales is entitled to permanent total disability benefits.

We find basis for the award of permanent total disability benefits in favor of Rosales. The assessment should take into consideration the nature and severity of the work related illness in order to arrive at a disability grading that is commensurate to the illness sustained. In *Talaroc v. Arpaphil Shipping Corp.*,^[66] the Court summarized the rules governing claims for permanent and total disability benefits in relation to the 120-day and 240-day rule as follows:

1. The company-designated physician must issue a final medical assessment on the seafarer's disability grading within a period of 120 days from the time the seafarer reported to him;
2. If the company-designated physician fails to give his assessment within the period of 120 days, without any justifiable reason, then the seafarer's disability becomes permanent and total;
3. If the company-designated physician fails to give his assessment within the period of 120 days with a sufficient justification (*e.g.*, seafarer required further medical treatment or seafarer was uncooperative), then the period of diagnosis and treatment shall be extended to 240 days. The employer has the burden to prove that the company-designated physician has sufficient justification to extend the period; and
4. If the company-designated physician still fails to give his assessment within the extended period of 240 days, then the seafarer's disability becomes permanent and total, regardless of any justification.^[67] (Citation omitted)

The POEA-SEC, which is incorporated in the contract or the governing law between a seafarer and his employer, provides that the disability assessment shall be based on the schedule of disability suffered and disease contracted.^[68] It must be pointed out that the grade 12 medical assessment given by the company-designated physician was made known to Rosales on February 25, 2014, or 218 days from his repatriation on July 22, 2013. A careful study of the February 25, 2014 Letter^[69] of the company-designated physician stating the assessment and disability grading recommended shows that it is not the final and definitive assessment contemplated by the POEA-SEC. The relevant paragraph of the February 25, 2014 Letter states:

As per our Private and Confidential report dated January 9, 2014, **the specialist recommends the patient to undergo Peg Interferon Therapy weekly with Ribavirin once daily for 6 months depending on his response to treatment.**^[70] (Emphasis supplied)

Based on the cited paragraph, it is clear that the company-designated physician only issued an interim assessment. The February 25, 2014 Letter did not indicate whether the illness of Rosales was resolved. Instead, Rosales was recommended to undergo treatment for approximately six (6) months, depending on his response to the treatment.

In *Sunit v. OSM Maritime Services, Inc.*,^[71] the Court emphasized:

A final and definite disability assessment is necessary in order to truly reflect the true extent of the sickness or injuries of the seafarer and his or her capacity to resume work as such. Otherwise, the corresponding disability benefits awarded might not be commensurate with the **prolonged effects of the injuries suffered.**^[72] (Emphasis supplied)

Rosales properly commenced his complaint for disability compensation. To note, 254 days had already lapsed from the date of Rosales' repatriation on July 22, 2013 to the date of filing of the complaint on April 2, 2014. Without a final and definitive medical assessment from the company-designated physician within the 240-day extended period, the law steps in to consider the seafarer's disability as total and permanent. The inconclusive assessment and Rosales' prolonged illness highlighted that the company-designated physician failed to render a definitive assessment of his disability. There was no medical assessment for Rosales to challenge. Thus, there is no need to comply with the third-doctor referral provision under the POEA-SEC.^[73] Accordingly, Rosales is considered permanently and totally disabled.

Rosales should also be paid his sickness allowance during the period of his treatment with the company-designated physician pursuant to Section 20(A)(3) of the POEA-SEC, which states:

Section 20. COMPENSATION AND BENEFITS. -

A. COMPENSATION AND BENEFITS FOR INJURY OR ILLNESS

x x x x

3) In addition to the above obligation of the employer to provide medical attention, the seafarer shall also receive sickness allowance from his employer in an amount equivalent to his basic wage computed from the time he signed off until he is declared fit to work or the degree of disability has been assessed by the company-designated physician. The period within which the seafarer shall be entitled to his sickness allowance shall not exceed 120 days. Payment of the sickness allowance shall be made on a regular basis, but not less than once a month.^[74]

Considering that the company-designated physician failed to make a final diagnosis of Rosales' illness, he is entitled to the maximum allowable sickness allowance equivalent to 120 days.

The financial assistance awarded by the CA in the amount of US\$5,000.00 is sustained due to respondents' failure to contest the same, even at the Labor Arbiter level.

With regard to the liability of Norma L. David, We find that she should be held solidarily liable in the payment of the monetary award as provided under Section 7 of Republic Act No. 10022, which states:

Sec. 10. Money Claims. - Notwithstanding any provision of law to the contrary, the Labor Arbiters of the National Labor Relations Commission (NLRC) shall have the original and exclusive jurisdiction to hear and decide, within ninety (90) calendar days after the filing of the complaint, the claims arising out of an employer-employee relationship or by virtue of any law or contract involving Filipino workers for overseas deployment including claims for actual, moral, exemplary and other forms of damage. Consistent with this mandate, the NLRC shall endeavor to update and keep abreast with the developments in the global services industry.

The liability of the principal/employer and the recruitment/placement agency for any and all claims under this section shall be joint and several. This provision shall be incorporated in the contract for overseas employment and shall be a condition precedent for its approval. The performance bond to be filed by the recruitment/placement agency, as provided by law, shall be answerable for all money claims or damages that may be awarded to the workers. If the recruitment/placement agency is a juridical being, the corporate officers and directors and partners as the case may be, shall themselves be jointly and solidarily liable with the corporation or partnership for the aforesaid claims and damages.^[75] (Underscoring supplied)

The Secretary's certificate^[76] attached to the Position Paper with Compulsory Counterclaim respondents filed in the NLRC states that she is the president of Singa Ship Management, Phils., Inc.

WHEREFORE, premises considered, the petition is **GRANTED**. The Decision dated April 24, 2017 and the Resolution dated October 18, 2017 of the Court of Appeals in CA-G.R. SP No. 139921 are hereby **REVERSED** and **SET ASIDE**. Respondents Singa Ship Management Phils., Inc., Singa Ship Mgt. Pte. Ltd., and Norma L. David are hereby **ORDERED** to jointly and solidarily pay petitioner Jorge P. Rosales US\$60,000.00 or its peso equivalent representing his disability benefit under the Philippine Overseas Employment Agency-Standard Employment Contract, sickness allowance equivalent to his basic wage equivalent to one hundred twenty days (120) days, if the same has not been paid, and ten percent (10%) attorney's fees. In addition, respondents are ordered to pay the financial assistance in the amount of US\$5,000.00 or its peso equivalent awarded by the Court of Appeals.

SO ORDERED.

Leonen (Chairperson), J. Reyes, Jr.,^[] Gesmundo, and Gaerlan, JJ., concur.*

[*] Designated as Additional Member.

[1] *Rollo*, pp. 34-73.

[2] Penned by Associate Justice Rodil V. Zalameda (now a Member of this Court), with Associate Justices Sesinando E. Villon and Ma. Luisa Quijano-Padilla, concurring; *id.* at 12-27.

[3] *Id.* at 26.

[4] *Id.* at 29-30.

[5] *Id.* at 122-136.

[6] *Id.* at 181.

[7] *Id.*

[8] *Id.* at 183.

[9] *Id.* at 153-154.

[10] *Id.*

[11] *Id.* at 245.

[12] *Id.* at 185.

[13] *Id.* at 289.

[14] *Id.* at 247-248.

[15] *Id.* at 249-258.

[16] *Id.* at 259.

[17] *Id.* at 261.

[18] *Id.* at 263.

[19] *Id.* at 201-202.

[20] *Id.* at 264.

[21] *Id.*

[22] *Id.*

[23] Id. at 205.

[24] Id. at 206-207.

[25] Id. at 207.

[26] Penned by Labor Arbiter Marie Josephine C. Suarez; id. at 392-398.

[27] Id. at 398.

[28] Id. at 395.

[29] Id. at 395-397.

[30] Id. at 397-398.

[31] Id. at 398.

[32] Penned by Commissioner Angelo Ang Palana, with Presiding Commissioner Herminio V. Suelo and Commissioner Numeriano D. Villena, concurring; id. at 103-121.

[33] Id. at 120.

[34] Id. at 115-116.

[35] Id. at 116.

[36] Id.

[37] Id. at 119-120.

[38] Id. at 503-511.

[39] Id. at 517-518.

[40] Supra at note 2.

[41] *Rollo*, p. 26.

[42] Id.

[43] Id. at 20.

[44] Id. at 22.

[45] Id. at 24.

[46] Id. at 25-26.

[47] Id. at 122-136.

[48] *Supra* note 4.

[49] *Rollo*, pp. 54-57.

[50] *Id.* at 59-61.

[51] *Id.* at 1000-1012.

[52] *Id.* at 1007-1010.

[53] Hepatitis C, July 9, 2019 <<https://www.who.int/news-room/fact-sheets/detail/hepatitis-c>> accessed on August 7, 2019.

[54] Chronic hepatitis C: symptoms, diagnosis, and treatment <<https://www.healthline.com/health/chronic-hepatitis-c>> accessed on August 21, 2019.

[55] *Id.*

[56] *Id.*

[57] *Id.*

[58] 816 Phil. 194 (2017).

[59] *Id.* at 204-205.

[60] Hepatitis C Questions and Answers for the Public <<https://www.cdc.gov/hepatitis/hcv/cfaq.htm#F2>> accessed on August 15, 2019.

[61] Chronic phase of hepatitis C. <<http://www.hepctrust.org.uk/information/impact-hepatitis-c-liver/progression-hepatitis-c/chronic-phase-hepatitis-c>> accessed on August 21, 2019.

[62] *Id.*

[63] *Rollo*, p. 39.

[64] *Id.* at 41.

[65] Fatty liver improves rapidly after hepatitis C cure, June 18, 2018 <<http://www.infohep.org/Fatty-liver-improves-rapidly-after-hepatitis-C-cure/page/3293719/>> accessed on August 8, 2019.

[66] 817 Phil. 598 (2017).

[67] *Id.* at 612.

[68] POEA Memorandum Circular No. 10, Amended Standards and Conditions Governing Employment of Filipino Seafarers On-Board Ocean-Going Ships, Sec. 20(A)(6).

[69] *Rollo*, p. 264.

[70] *Id.*

[71] 806 Phil. 505 (2017).

[72] *Id.* at 519.

[73] *Paleracio v. Sealanes Marine Services, Inc.*, G.R. No. 229153, July 9, 2018.

[74] POEA Memorandum Circular No. 10, Amended Standards and Conditions Governing Employment of Filipino Seafarers On-Board Ocean-Going Ships, Sec. 20(A)(3).

[75] Republic Act No. 10022, Sec. 7.

[76] *Rollo*, pp. 241-242.



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