THIRD DIVISION

[G.R. No. 234711, March 02, 2020]

DAISY REE CASTILLON, JUREEZE PHOEBE CASTILLON, AND DREW WYATT CASTILLON, PETITIONERS, VS. MAGSAYSAY MITSUI OSK MARINE, INC. AND/OR FRANCISCO D. MENOR AND/OR MOL SHIP MANAGEMENT CO., LTD., RESPONDENTS.

DECISION

LEONEN, J.:

In resolving claims under the Philippine Overseas Employment Administration Standard Employment Contract, the element of work-relatedness only demands a reasonable link between the illness and the seafarer's work. It is not required that the seafarer's work is the sole contributor or factor in the aggravation of the illness. The test is only reasonable proof of work-connection, and not direct causation.

This resolves a Petition for Review on Certiorari[1] assailing the Decision[2] and Resolution[3] of the Court of Appeals. The Court of Appeals dismissed the petition and ruled that Junlou H. Castillon's illness and subsequent death is not compensable under the Philippine Overseas Employment Administration Standard Employment Contract.

Junlou H. Castillon (Castillon) was employed by Magsaysay Mitsui Osk Marine, Inc. (Magsaysay) as an Able Seaman for nine (9) months with a basic salary of US$564.00. He underwent pre-employment medical examination and was declared fit to work. On February 23, 2009, he was deployed on board M/V Amethyst Ace.[4]

In June 2009, Castillon complained of intermittent mild stomach pains but he later dismissed them as ordinary discomfort.[5]

However, in August 2009, his stomach ache became severe and he discovered blood in his stool. While they were in Japan, a doctor examined him, declared him unfit for duty, and recommended his repatriation. The doctor further recommended laboratory tests to rule out malignancy due to Castillon's record of chronic hemorrhage and family history of intestinal malignancy.[6]

On September 3, 2009, Castillon was repatriated to the Philippines. He reported his condition to Magsaysay, which then referred him to Medicross Health Management Hospital where he was diagnosed with abdominal mass and was recommended to undergo colonoscopy. The company-designated physician likewise determined that Castillon's condition "was not work-related."[7]

Consequently, Castillon underwent colonoscopy and biopsy tests in Iloilo Doctors Hospital, as per his request since he stays in Iloilo.[8] The tests showed that Castillon had lymph nodes in his colon, resulting to Sigmoid Colon Carcinoma Stage III.B.[9] Based on the results, Castillon was then endorsed for immediate operation.[10] Castillon called the Claims Department of Magsaysay and informed them of the needed operation. Magsaysay provided the estimated operation cost of P100,000.00.[11]

On November 3, 2009, Castillon was admitted to Iloilo Doctors Hospital where Dr. Maximo Nadala conducted the operation and subsequently endorsed Castillon for chemotherapy.[12]

On December 12, 2009, Castillon asked for a quotation of expenses for the chemotherapy and sent Magsaysay a request for financial assistance.[13]

On August 26, 2010, Magsaysay asked Castillon to go before the National Labor Relations Commission in Quezon City. In that instance, Castillon signed a pro-forma labor complaint against Magsaysay. The case was assigned to Labor Arbiter Melquiades Sol Del Rosario (Labor Arbiter Del Rosario). Immediately after, Castillon signed a quitclaim and received a check for P888,340.00 before Labor Arbiter Del Rosario.[14] The quitclaim reads:

RELEASE OF ALL RIGHTS

READ CAREFULLY - By signing this you give up EVERY right you have.

I, JUNLOU H. CASTILLON ..., in exchange for TWENTY THOUSAND US DOLLARS ... which I have received, do hereby RELEASE (*Please write the word **RELEASE** to show that you know what you are doing*) and forever discharge: MAGSAYSAY MITSUI OSK MARINE[,] INC. AND MOL SHIP MANAGEMENT CO., LTD ... from each and every right and claim which I now have, or may hereafter have, ... on account of ... illness ... suffered by JUMLOU [sic] H. CASTILLON as follows:

> Colonic Carcinoma Sigmoid Stage IV. with Urinary Bladder Invasion, ...

and in addition to that, I RELEASE (*Please write the word **RELEASE** to show that you know what you are doing*) them from each and every right and claim which I now have or may have because of any matter or thing which happened before the signing of this paper ...

....

Lastly, I certify that the contents of this Release have been translated to me in my national language/local dialect, which is Filipino, and that I fully understand its terms and provisions.

READ THE FOLLOWING STATEMENTS CAREFULLY:

(1) I know that this paper is much more than a receipt. IT IS A RELEASE. I AM GIVING UP EVERY RIGHT I HAVE.
(2) I know that in signing this Release I am, among other things, now settling in full for all rights which I now have arising from my ...
illness ...
....
(4) I am signing this realease [sic] because I am getting the money, have not been promised anything else.

THE FOLLOWING [ARE] TO BE FILLED IN BY THE CLAIMANT IN HIS OWN HANDWRITING

A. Have you read this paper from beginning to end? *YES*
B. Do you know what this paper you are signing? [sic] *YES*
C. What is this paper you are signing? *RELEASE OF ALL RIGHTS*
D. Do you make the five (5) numbered statements above and do you intend that the parties whom you are releasing shall rely on the statements as truth? *YES*
E. Do you know that signing this Release settles and ends EVERY right or claim you may have, whether it be based on contract, tort or on other grounds? *YES*

Therefore, I am signing my name upon the words THIS IS A RELEASE and alongside the seal, ... to show that I mean everything that is said on this paper.[15] (Emphasis in the original)

On August 26, 2010, Labor Arbiter Del Rosario then issued an order of dismissal with prejudice.[16]

Subsequently on October 1, 2010, after reflecting on what had transpired, Castillon decided to file a complaint against Magsaysay for claim of disability and other benefits. On May 5, 2011, the Labor Arbiter dismissed the case for lack of merit. Castillon moved for reconsideration but his motion was denied.[17]

Castillon appealed before the National Labor Relations Commission but his appeal was likewise dismissed.[18] The National Labor Relations Commission ruled that Labor Arbiter Del Rosario's order of dismissal with prejudice operated as *res judicata* on the present case, thus:

The records reveal that complainant executed a Release of All Rights, *Pagpapaubaya Ng Lahat Ng Karapatan*, Affidavit of Claimant and Receipt of Payment in favor of respondents. This [wa]s in consideration of the settlement amount of Twenty Thousand (US$20,000.00) Dollars he received from the latter. Alongside with it, both parties executed and filed a Joint Motion to Dismiss before Labor Arbiter Melquiades Sol Del Rosario in NLRC-NCR Case No. (M) 08-12091-10. In said motion, they informed the Labor

> Arbiter that they have entered into a full and final amicable settlement of their impending case and of all claims that complainant has on respondents.
>
> ... one of the quitclaim documents executed by complainant is in the vernacular. From that alone, he cannot deny any knowledge and understanding of the contents thereof. Such was further bolstered by the Joint Motion to Dismiss filed by him and respondents, attesting to their full settlement.[19] (Emphasis in the original, citation omitted)

Castillon then filed a motion for reconsideration, but to no avail.[20] Thus, he filed an appeal before the Court of Appeals, claiming that the proceedings before Labor Arbiter Del Rosario was a "sham[,]" because it was Magsaysay which caused the filing of the complaint. Moreover, he argued that he did not voluntarily sign the release document and the joint motion to dismiss. He further contended that he is entitled to full disability benefits of US$60,000.00 because his illness is work-related.[21]

The Court of Appeals dismissed the petition, thus:

> **WHEREFORE**, the petition is **DENIED**. The NLRC's Decision dated October 28, 2011 and Resolution dated December 29, 2011 in NLRC Case No. OFW VAC-06-000027-201 are **AFFIRMED**.
>
> **SO ORDERED.**[22]

The Court of Appeals ruled that the release documents signed by Castillon barred him from claiming total disability benefits.[23] The appellate court found that the quitclaim was "knowingly and voluntarily" executed by Castillon, considering the absolute character of the document.[24] The Affidavit of Claimant executed by Castillon categorically stated that the US$20,000.00 covered all benefits due to him under the Philippine Overseas Employment Administration Standard Employment Contract.[25]

Moreover, the Court of Appeals pointed out that the document was translated and was signed by Castillon in both English and Filipino versions. Castillon also handwrote the word "RELEASE" and the affirmative responses to the clarificatory questions in the documents. Castillon cannot assail the validity of the quitclaim on the ground that it was Magsaysay who filed the complaint before the National Labor Relations Commission because he fully participated in the proceedings. It is also noteworthy that the quitclaim was presented to and approved by Labor Arbiter Del Rosario.[26]

Further, the amount of US$20,000.00 is already a fair and reasonable settlement of Castillon's claim, considering that his illness is not work-related. The Court of Appeals considered the determination of the company-designated physician, along with Castillon's family history of intestinal malignancy.[27]

Thus, the Court of Appeals affirmed the National Labor Relations Commission's finding of *res judicata*. All elements of *res judicata* are present in this case: (1) the order of dismissal was final; (2) it was an adjudication on the merits because it was premised upon a settlement; (3) Labor Arbiter Del Rosario had jurisdiction over the subject

matter and the parties; and (4) there is an identity of parties, subject matter, and causes of action.[28]

Castillon moved for reconsideration, but was later denied by the Court of Appeals.[29] Unfortunately, during the pendency of the motion for reconsideration, Castillon died.[30]

Castillon's widow and their two (2) children filed a Petition for Review on Certiorari before this Court assailing the Decision and Resolution of the Court of Appeals.[31]

Petitioners argue that Castillon's execution of the quitclaim cannot be considered voluntary, taking into account his situation at that time. He was already weak and in dire need of financial assistance; thus, he was in a disadvantageous position when he signed the quitclaim.[32]

Moreover, petitioners aver that Castillon is not precluded from claiming his full disability benefits because a quitclaim is not valid if the compensation is less than what the claimant is legally entitled to.[33] In this case, Castillon is entitled to more than what respondents gave him. Respondents should have shouldered the total cost of chemotherapy amounting to P313,125.00, doctor's professional fee amounting to P400,000.00, sickness allowance for four (4) months amounting to US$2,256.00, and full disability benefits of US$60,000.00. Thus, the amount of P888,340.00 is not a fair and reasonable settlement of Castillon's claim.[34]

Further, petitioners maintain that Castillon is entitled to full disability claim because his illness is work-related.[35] To reiterate, before boarding, he was subjected to a pre-employment medical examination and was declared fit to work.[36] He was diagnosed during the term of his contract and at the very least, the nature of his job aggravated his condition.[37] His work was stressful and his meals on board were always canned goods, which are mostly high in fat. These facts were never disputed by respondents.[38]

As to the declaration of the company-designated physician that Castillon's illness is not work-related, petitioners contend that this finding should be given scant consideration. Being the chosen physician of the respondents, the findings are clearly self-serving and biased.[39]

Petitioners further argue that there is no *res judicata* in this case, because the proceedings before Labor Arbiter Del Rosario were fraudulent. The pro-forma complaint and the hurried dismissal with prejudice was orchestrated to take advantage of Castillon.[40]

Petitioners claim that Castillon was only a layman and was not well-versed in legal matters. They alleged that it was Magsaysay who directed Castillon to sign a prepared pro-forma complaint, only to cause its immediate dismissal with prejudice.[41]

In their Comment,[42] respondents counter that Castillon's illness is not compensable

under the Philippine Overseas Employment Administration Standard Employment Contract because it is not work-related.[43] That he was declared fit to work prior to boarding and that he later on got sick while on board does not make his illness work-related.[44]

Respondents aver that to be regarded as work-related, the illness must be one of those enumerated as occupational diseases under Section 32-A of the Philippine Overseas Employment Administration Standard Employment Contract. The company-designated physician likewise determined that Castillon's illness is not work-related and that this finding was never disputed by contrary evidence.[45]

Moreover, the pre-employment medical examination is merely routinary and not exploratory. It is not conclusive proof. Thus, it does not support petitioners' contention that Castillon's illness is work-related.[46] That Castillon's illness manifested while he was on board does not also necessarily mean that his illness is work-related.[47]

Respondents also dispute petitioners' claim that the working condition and unhealthy diet on board contributed to his illness. Respondents argue that this claim is baseless because there is already a prevailing standard on dietary provisions on board vessels.[48] Further, petitioners failed to present any evidence to prove that Castillon's work aggravated his illness.[49] Thus, in the face of the company-designated physician's diagnosis, petitioners' claims must fail.[50]

Respondents argue that the quitclaim signed by Castillon is a valid settlement of his claims.[51] The dismissal of the first case constituted *res judicata*.[52] The four (4) elements of *res judicata* are present in this case:

(1) The dismissal order from Labor Arbiter Del Rosario is final;[53]

(2) The order was issued after considering documentary evidence;[54]

(3) The National Labor Relations Commission had jurisdiction over the claim and over the parties;[55] and

(4) There is an identity of parties, subject matter, and cause of action in the first and second cases.[56]

With respect to the voluntariness of the quitclaim's execution, respondents point out that Castillon knew that the payment given to him was already the full and complete settlement of all his claims. The document was translated to Filipino, which was fully understood by Castillon.[57] He voluntarily acknowledged the quitclaim before a Notary Public and confirmed it before Labor Arbiter Del Rosario.[58] Moreover, petitioner Daisy Castillon, Castillon's wife, signed as a witness to the quitclaim.[59]

In their Reply,[60] petitioners add that, even assuming the pre-employment medical

examination is not exploratory, Castillon fell ill during the term of his contract. Moreover, this illness was further aggravated by the nature of his work.[61] He worked for more than eight (8) hours, lifted heavy objects, and was exposed to oils and fumes.[62] Further, it is questionable why respondents paid Castillon US$20,000.00 while they continue to insist that his ailment was not work-related.[63]

The issues for this Court's resolution are the following:

(1) Whether or not petitioners may raise questions of fact in a Rule 45 petition;

(2) Whether or not petitioners may claim for disability or death benefits against respondents. Subsumed under this issue are the following: (a) whether or not the findings of the company-designated physician must be upheld and (b) whether or not Castillon's illness is work-related; and finally

(3) Whether or not the quitclaim signed by Castillon was valid. Subsumed under this issue is whether or not the order of dismissal operates as *res judicata*.

I

As a rule, only questions of law may be raised in a petition for review.[64] Generally, this Court "does not re-examine conflicting evidence, re-evaluate the credibility of witnesses, or substitute the findings of fact of the [National Labor Relations Commission], an administrative body that has expertise in its specialized field."[65]

In *Fuji Television Network, Inc. v. Espiritu*,[66] this Court explained in length the procedural parameters for petitions for review in labor cases. Thus, when a Court of Appeals decision in a Rule 65 petition is appealed by way of a Rule 45 petition to this Court, only questions of law may be decided upon. Thus:

> This Court is not a trier of facts. Well-settled is the rule that the jurisdiction of this Court in a petition for review on certiorari under Rule 45 of the Revised Rules of Court is limited to reviewing only errors of law, not of fact, unless the factual findings complained of are completely devoid of support from the evidence on record, or the assailed judgment is based on a gross misapprehension of facts. Besides, factual findings of quasi-judicial agencies like the NLRC, when affirmed by the Court of Appeals, are conclusive upon the parties and binding on this Court.[67]

Nevertheless, when there is a showing that the Court of Appeals manifestly overlooked facts which would justify a different conclusion,[68] or when there is insufficient evidence to support the findings of the lower courts, or when too much is concluded from bare or incomplete facts submitted by the parties,[69] this Court can delve into questions of fact and review the evidence on record.

A careful review of this case reveals relevant and crucial facts which were overlooked by the Court of Appeals and labor tribunals. Thus, we proceed to resolve the questions

of fact raised by petitioners.

II

For a seafarer's death to be compensable, the 2010 Philippine Overseas Employment Administration Standard Employment Contract stipulates that the claimants must establish that (a) the seafarer's death is work-related, and (b) the death occurred during the term of the employment contract.[70]

Work-relatedness requires a "reasonable linkage between the disease suffered by the employee and his work."[71] The Philippine Overseas Employment Administration Standard Employment Contract defines "work-related illness" as "any sickness as a result of an occupational disease listed under Section 3 2-A of this Contract with the conditions set therein satisfied."[72] In instances where the illness or disease does not fall under Section 32-A, Section 20(A)(4) states that a disputable presumption arises that the illness or disease is work-related.[73] In *Romana v. Magsaysay Maritime Corp.*:[74]

> The legal presumption of work-relatedness was borne out from the fact that the said list cannot account for all known and unknown illnesses/diseases that may be associated with, caused or aggravated by such working conditions, and that the presumption is made in the law to signify that the non-inclusion in the list of occupational diseases does not translate to an absolute exclusion from disability benefits. Given the legal presumption in favor of the seafarer, he may rely on and invoke such legal presumption to establish a fact in issue. The effect of a presumption upon the burden of proof is to create the need of presenting evidence to overcome the prima facie case created, thereby which, if no contrary proof is offered, will prevail.[75]

However, the presumption of work-relatedness established under Section 20(A)(4) is not tantamount to a presumption of compensability. In *Romana*:

> The established work-relatedness of an illness does not, however, mean that the resulting disability is automatically compensable. As also discussed, the seafarer, while not needing to prove the work-relatedness of his illness, bears the burden of proving compliance with the conditions of compensability under Section 32 (A) of the 2000 POEA-SEC. Failure to do so will result in the dismissal of his claim.
>
> Notably, it must be pointed out that the seafarer will, in all instances, have to prove compliance with the conditions for compensability, whether or not the work-relatedness of his illness is disputed by the employer.[76]

Nevertheless, the presumption of work-relatedness, like any presumption, may be controverted by the contrary evidence. The employer or principal may show that the conditions on board the vessel were such that there can be reasonable conclusion that the condition of the claimant could not have been aggravated by his work.

In *Magsaysay Maritime Corporation v. National Labor Relations Commission*,[77] this Court considered that the working condition of the seafarer did not cause or increase the risk of contracting the illness. In this case, the employer assailed the grant of disability benefits to the seafarer after he fell ill with lymphoma. The employer argued that the seafarer's working condition could not have exposed him to carcinogenic fumes or chemicals because his duties merely involved housekeeping and cleaning.

In granting the employer's petition, this Court found that the employer was able to prove that the working conditions on board could not have exposed the seafarer to the risk of contracting lymphoma. The evidence presented by the employer sufficiently showed that the seafarer's work as an assistant housekeeping manager did not expose him to anaesthetics or any viral infection in his workplace.[78]

Corollarily, for death arising from work-related illness to be compensable, the claimant must satisfy the requirements under the provision, which reads:

> 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.

Even if the illness was not contracted as a result of exposure to the work's risks, a pre-existing illness may be regarded as work-related if it was aggravated by the seafarer's working conditions.[79]

Further, jurisprudence has settled that in determining work-relatedness, it is not necessary that the nature of the seafarer's work is the sole cause of the illness. In *Magsaysay Maritime Services v. Laurel*:[80]

> 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.**[81] (*Emphasis supplied*)

Even if the illness is disputably presumed as work-related, a claimant must still present substantial evidence that the "work conditions caused or at least increased the risk of

contracting the disease and only a reasonable proof of work connection, not direct causal relation is required."[82]

Thus, when the illness does not fall under Section 32-A, it is disputably presumed that the illness is work-related. The seafarer does not initially bear the burden of proving the work-relatedness, and the burden of proof shifts to the employer.[83] The employer should either prove that the illness was pre□-existing, or if it was pre-existing, it should be proven that the conditions of his work did not contribute or aggravate the illness. If this was sufficiently proved by the employer, there is no need to resolve the question of compensability.[84]

Should the employer contest the illness's work-relatedness, the burden shifts to the seafarer to prove otherwise (i.e. the illness is not pre-existing, or even if it was pre-existing, the work contributed to or aggravated the illness).[85] In doing so, the seafarer is also able to comply with the condition of compensability under Section 32-A, particularly: (1) that the seafarer's work must involve the risks described herein; (2) that the disease was contracted as a result of the seafarer's exposure to the described risks; and (3) that the disease was contracted within a period of exposure and under such other factors necessary to contract it.

Further, the findings and declaration of the physicians who assessed the seafarer is equally important, because it is the basis of the seafarer's claim.[86] The Philippine Overseas Employment Administration Standard Employment Contract clearly provides a guideline for the medical assessment of the seafarer's condition for the purposes of claiming benefits. The pertinent portion of Section 20(A)(3) reads:

> For this purpose, the seafarer shall submit himself to a post-employment medical examination by a company-designated physician within three working days upon his return except when he is physically incapacitated to do so, in which case, a written notice to the agency within the same period is deemed as compliance. In the course of the treatment, the seafarer shall also report regularly to the company-designated physician specifically on the dates as prescribed by the company-designated physician and agreed to by the seafarer. Failure of the seafarer to comply with the mandatory reporting requirement shall result in his forfeiture of the right to claim the above benefits.
>
> If a doctor appointed by the seafarer disagrees with the assessment, a third doctor may be agreed jointly between the Employer and the seafarer. The third doctor's decision shall be final and binding on both parties.

The Philippine Overseas Employment Administration Standard Employment Contract prescribes the primary responsibility of the company-designated physician to determine the disability grading or fitness to work of the seafarers.[87] The rules favor the assessment of the company-designated physician because it is assumed "that they have closely monitored and actually treated the seafarer and are therefore in a better position to form an accurate diagnosis."[88]

To be deemed sufficient, the medical assessment or reports of the company-designated physician must be complete and definite to give the proper disability benefits. In *Orient Hope Agencies, Inc v. Jam*:[89]

> 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.[90]

Courts are not automatically bound by the company-designated physician's findings because its merit must still be weighed and considered.[91] If the assessment of the company-designated physician was tardy, incomplete, and doubtful, the medical report shall be disregarded.[92] In *Pastor v. Bibby Shipping Philippines, Inc.*:[93]

> [T]he foremost consideration should be to determine whether the medical assessment or report of the company-designated physician was complete and appropriately issued; otherwise, the medical report shall be set aside and the disability grading contained therein disregarded. As case law holds, a final and definitive disability assessment is necessary in order to truly reflect the true extent of the sickness or injuries to the seafarer and his or her capacity to resume work as such.[94]

If the company-designated physician fails to conduct all proper and recommended tests, the medical assessment cannot be given credence for being indefinite and inconclusive. In *Toquero v. Crossworld Marine Services, Inc.*[95] this Court held:

> Disability ratings should be adequately established in a conclusive medical assessment by a company-designated physician. To be conclusive, a medical assessment must be complete and definite to reflect the seafarer's true condition and give the correct corresponding disability benefits. As explained by this Court:
>
> > 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.
>
> On the contrary, tardy, doubtful, and incomplete medical assessments, even if issued by a company-designated physician, have been repeatedly set aside by this Court.
>
> Here, the medical assessment issued by the company-designated physician cannot be regarded as definite and conclusive. A review of the records shows that the company-designated physician failed to conduct all the proper and recommended tests.[96]

In this case, respondents assert that Castillon's illness is not work-related based on the finding of the company-designated physician, and because colon cancer is not one of the occupational diseases under Section 32-A.

This Court disagrees.

For the purpose of compensability, the Philippine Overseas Employment Administration Standard Employment Contract does not require that the illness must be one of those enumerated under Section 32-A. To the contrary, Section 20(A)(4) explicitly provides that illnesses not listed under Section 32-A are disputably presumed as work-related. [97] As long as the work-relatedness and compensability is established, the illness or death benefit claimed by the seafarer may be granted.

Colon cancer is disputably presumed as work-related because it is not one of the occupational illnesses listed under Section 32-A. Thus, the burden of proving otherwise shifts to respondents. In this case, respondents failed to discharge its burden.

The finding of the company-designated physician presented by the respondents cannot be regarded as the final and definitive assessment of Castillon's medical condition. When it was declared that Castillon's illness was not work-related, it cannot be said that the assessment was complete, thorough, and final, because the company-designated physician merely felt an abdominal mass on Castillon and recommended him to undergo a colonoscopy test. In fact, Castillon's condition was finally determined only after the colonoscopy and biopsy tests were conducted. There was no accurate diagnosis yet when the physician made the declaration; thus, this Court cannot use the company-designated physician's findings.

On the other hand, petitioners were able to prove that Castillon's working condition contributed to and aggravated his illness. While Castillon's illness can be traced from his family history of malignancy, his working and living condition while on board contributed to his illness. In *Leonis Navigation Co., Inc. v. Villamater*,[98] this Court held that colon cancer-can be considered as a work-related illness, and that a seafarer is entitled to disability benefits if it's proven that the conditions inside the vessel increased or aggravated the risk of colon cancer. This Court discussed:

> It is true that under Section 32-A of the POEA Standard Contract, only two types of cancers are listed as occupational diseases — (1) Cancer of the epithelial lining of the bladder (papilloma of the bladder); and (2) cancer, epithellematous or ulceration of the skin or of the corneal surface of the eye due to tar, pitch, bitumen, mineral oil or paraffin, or compound products or residues of these substances. Section 20 of the same Contract also states that those illnesses not listed under Section 32 are disputably presumed as work-related. Section 20 should, however, be read together with Section 32-A on the conditions to be satisfied for an illness to be compensable, 31 to wit:
>
> For an occupational disease and the resulting disability or death to be compensable, all the following conditions must be established:

1. The seafarer's work must involve the risk 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.

Colon cancer, also known as colorectal cancer or large bowel cancer, includes cancerous growths in the colon, rectum and appendix. With 655,000 deaths worldwide per year, it is the fifth most common form of cancer in the United States of America and the third leading cause of cancer-related deaths in the Western World. Colorectal cancers arise from adenomatous polyps in the colon. These mushroom-shaped growths are usually benign, but some develop into cancer over time. Localized colon cancer is usually diagnosed through colonoscopy.

Tumors of the colon and rectum are growths arising from the inner wall of the large intestine. Benign tumors of the large intestine are called polyps. Malignant tumors of the large intestine are called cancers. Benign polyps can be easily removed during colonoscopy and are not life-threatening. If benign polyps are not removed from the large intestine, they can become malignant (cancerous) over time. Most of the cancers of the large intestine are believed to have developed as polyps. Colorectal cancer can invade and damage adjacent tissues and organs. Cancer cells can also break away and spread to other parts of the body (such as liver and lung) where new tumors form. The spread of colon cancer to distant organs is called metastasis of the colon cancer. Once metastasis has occurred in colorectal cancer, a complete cure of the cancer is unlikely.

Globally, colorectal cancer is the third leading cause of cancer in males and the fourth leading cause of cancer in females. The frequency of colorectal cancer varies around the world. It is common in the Western world and is rare in Asia and in Africa. In countries where the people have adopted western diets, the incidence of colorectal cancer is increasing.

Factors that increase a person's risk of colorectal cancer include high fat intake, a family history of colorectal cancer and polyps, the presence of polyps in the large intestine, and chronic ulcerative colitis.

Diets high in fat are believed to predispose humans to colorectal cancer. In countries with high colorectal cancer rates, the fat intake by the population is much higher than in countries with low cancer rates. It its believed that the breakdown products of fat metabolism lead to the formation of cancer-causing chemicals (carcinogens). Diets high in vegetables and high-fiber foods may rid the bowel of these carcinogens and help reduce the risk of

cancer.

A person's genetic background is an important factor in colon cancer risk. Among first-degree relatives of colon-cancer patients, the lifetime risk of developing colon cancer is 18%. Even though family history of colon cancer is an important risk factor, majority (80%) of colon cancers occur sporadically in patients with no family history of it. Approximately 20% of cancers are associated with a family history of colon cancer. And 5% of colon cancers are due to hereditary colon cancer syndromes. Hereditary colon cancer syndromes are disorders where affected family members have inherited cancer-causing genetic defects from one or both of the parents.

In the case of Villamater, it is manifest that the interplay of age, hereditary, and dietary factors contributed to the development of colon cancer. By the time he signed his employment contract on June 4, 2002, he was already 58 years old, having been born on October 5, 1943, an age at which the incidence of colon cancer is more likely. He had a familial history of colon cancer, with a brother who succumbed to death and an uncle who underwent surgery for the same illness. Both the Labor Arbiter and the [National Labor Relations Commission] found his illness to be compensable for permanent and total disability, because they found that his dietary provisions while at sea increased his risk of contracting colon cancer because he had no choice of what to eat on board except those provided on the vessels and these consisted mainly of high-fat, high-cholesterol, and low-fiber foods.[99] (Emphasis supplied)

In the more recent cases, this Court has repeatedly emphasized that the working conditions and dietary provisions aggravate and increase a seafarer's risk of colon cancer.[100] While there are other causes that may have contributed to the illness, such as genetics and the overall health of the seafarer, this Court recognized that the poor working conditions while on board aggravated, at the very least, the risk of contracting the illness.

In this case, Castillon himself pointed out that he was given poor dietary provisions such as canned goods, which are high in fat and cholesterol while he was on board respondents' vessel.[101] This allegation was never disputed by respondents. While respondents made a general claim that there is a prevailing dietary standard for seafarers, they failed to prove their compliance to this standard. Further, they never specifically denied that Castillon was only provided canned and fatty foods, that he worked for more than eight (8) hours a day, and that he was exposed to oil and fumes.

In his Dissenting Opinion, Justice Alexander Gesmundo points out that there is no substantial evidence to prove that Castillon's illness was work-related, considering that: (1) his cancer was already critical at the time he was employed, and thus, it could not be ruled that his condition "developed or progressed" while he was on board the vessel;[102] (2) his claim that his cancer was aggravated by his diet and living conditions is merely speculative;[103] and (3) the pre-employment medical examination could not have detected an asymptomatic illness, because the medical examination is only

routinary.[104]

We disagree. First, work-relatedness only demands a reasonable link between the illness and the seafarer's work. It does not require that the seafarer's work should be the main cause of the illness' progression.

Justice Gesmundo posits that since Castillon's colon cancer could not have developed from Stage 1 to Stage 3 in a span of four (4) to six (6) months during which he was on board, his illness could not have developed due to his work.[105]

However, work-relatedness does not mean that the illness drastically progressed due to the seafarer's work. There may be work-relatedness in cases where a seafarer's colon cancer developed from Stage 1 to Stage 3 during his employment and where a seafarer's cancer was in a more advanced stage at the time he or she was employed. The severity and progression of the illness is not the test of work-relation. As long as the work has "contributed to the establishment or, at the very least, aggravation of any pre-existing condition,"[106] work-relatedness is proven.

Second, there is substantial evidence that Castillon's working condition contributed to or at least aggravated his illness. Castillon pointed out that the poor dietary provision as well as his continuous exposure to oils and fumes worsened his condition. This is consistent with jurisprudence where this Court has repeatedly recognized that high fat intake paired with an obnoxious working environment increases the risk of developing colon cancer. On the other hand, respondents never denied that this is the working condition of Castillon; they merely relied on the findings of the company-designated physician, which turned out to be incomplete and doubtful.

Further, while Justice Gesmundo is correct in saying that there are various factors that lead to the development of the illness, all factors do not need to be entirely work-related. As discussed in *Leonis Navigation Co., Inc.*,[107] family history, genetic predisposition, and the physical condition of the seafarer may likewise increase the risk of developing colon cancer. However, the lack of work-relation with these factors will not preclude compensability, because it is not required that the seafarer's work should be the sole contributor or factor in the aggravation of the illness.[108] It is sufficient that the seafarer's "employment contributed, even if only in a small degree, to the development of the disease."[109]

To reiterate, only reasonable proof of work-connection is required, and not direct causation. In resolving compensability, this Court only looks for "[p]robability, not the ultimate degree of certainty."[110]

Moreover, as pointed out, there is a disputable presumption of work-relatedness in cases of colon cancer; thus, the burden of proving otherwise is shouldered by respondents—a burden which they failed to discharge.

Third, there is no contention as to the validity of the pre-employment medical examination. This type of initial examination is merely routinary and as such, the pre-

employment medical examination on Castillon is not one of the bases of this Court on the finding of work-relatedness. However, in this case, it is only suggestive that his colon cancer was not yet symptomatic, not having been detected at the time he was examined.

Thus, Castillon's illness is work-related and compensable. Under Section 20(B)(1), respondents must pay petitioners US$50,000.00 and an additional amount of US$7,000.00 to each child under 21 years, but not exceeding four (4) children.[111] Respondents must also pay petitioners an amount of US$1,000.00 for the burial expenses.[112]

III

Generally, the law frowns upon quitclaims executed by employees for being contrary to public policy. However, when it is executed voluntarily, fully understanding its terms and with a corresponding reasonable consideration, the quitclaim is valid and binding.[113]

Legitimate waivers or quitclaims are regarded as the law between the employers and employees. In *Radio Mindanao Network, Inc. v. Amurao III*,[114]

> Indeed, there are legitimate waivers that represent the voluntary and reasonable settlements of laborers' claims that should be respected by the Court as the law between the parties. Where the party has voluntarily made the waiver, with a full understanding of its terms as well as its consequences, and the consideration for the quitclaim is credible and reasonable, the transaction must be recognized as a valid and binding undertaking, and may not later be disowned simply because of a change of mind. A waiver is essentially contractual.[115]

When the waiver or quitclaim is freely and voluntarily executed, it discharges the employer from liability to the employee.[116] If the agreement was voluntarily entered into and represents a reasonable settlement, it is binding on the parties and may not later be disowned on a whim.[117]

In *Goodrich Manufacturing Corporation v. Ativo*:[118]

> It is true that the law looks with disfavor on quitclaims and releases by employees who have been inveigled or pressured into signing them by unscrupulous employers seeking to evade their legal responsibilities and frustrate just claims of employees. In certain cases, however, the Court has given effect to quitclaims executed by employees if the employer is able to prove the following requisites, to wit: (1) the employee executes a deed of quitclaim voluntarily; (2) there is no fraud or deceit on the part of any of the parties; (3) the consideration of the quitclaim is credible and reasonable; and (4) the contract is not contrary to law, public order, public policy, morals or good customs, or prejudicial to a third person with a right recognized by law.[119]

The employer bears the burden to prove that the quitclaim is a reasonable settlement of the employee's benefits, and that it was executed voluntarily, fully understanding its import.[120]

When the waiver was executed by an unsuspecting or gullible person, or when the terms of settlement was unconscionable, courts strike down the waiver for being invalid. Thus, when the consideration for the settlement was low and inequitable, a quitclaim will not bar recovery of the full measure of the worker's benefits and rights, and the acceptance of benefits will not amount to estoppel.[121]

In *Principe v. Philippine-Singapore Transport Services, Inc.*:[122]

> Even assuming for the sake of argument that the quitclaim had foreclosed petitioner's right over the death benefits of her husband, the fact that the consideration given in exchange thereof was very much less than the amount petitioner is claiming renders the quitclaim null and void for being contrary to public policy. The State must be firm in affording protection to labor. The quitclaim wherein the consideration is scandalously low and inequitable cannot be an obstacle to petitioner's pursuing her legitimate claim. Equity dictates that the compromise agreement should be voided in this instance.[123]

Here, the quitclaim signed by Castillon cannot be regarded as valid and binding. First and foremost, the consideration for the settlement of Castillon's claim is less than what he is legally entitled to. The amount of US$20,000.00 given by the respondents is hardly sufficient considering that the petitioners are legally entitled to a total amount of US$65,000.00.

Moreover, based on the circumstances of this case, it cannot be said that Castillon signed the quitclaim voluntarily. At the time he was asked to execute the document, Castillon had already progressed to stage 4 colon cancer, and was desperate to obtain financial assistance for his chemotherapy. For Castillon, time was already running out and the amount of US$20,000.00 gave him hope. He was not in a position to bargain with respondents.

While a quitclaim has the effect and authority of *res judicata* upon the parties,[124] a quitclaim may be rendered null and void when found contrary to public policy.[125] Thus, respondents cannot cite *res judicata* to bar petitioners from claiming the full value of the benefits.

Being an action for employer's liability, attorney's fees must likewise be awarded to petitioners.[126]

Finally, social justice is very much a part of our every decision in labor cases. Our seafarers gamble their lives to work for a shipping company that will direct their ships to where they can efficiently gain profits for their owners and shareholders. They are aware that on board are human souls within human bodies who have to live for weeks or months under the conditions they provide. While at sea, the seafarers do not have

any option except to live in their quarters, eat the diet provided to them, and exist within the hours that are fully controlled by the officers of the vessel under the command of the owners.

That the Philippine Overseas Employment Administration already puts a cap on the amount that can be recovered by a seafarer for a work-related illness caused or aggravated by the working conditions of the employers is already a major and gargantuan compromise. The true cost of hiring a human being therefore will not be internalized. On many occasions, this Court stood as a mute witness to the paltry amounts received—even for permanent and total disabilities—compared with the illness Filipino seafarers have to suffer or the deaths that their families have to endure. Fairness and social justice demand that we give the petitioner's families all that they are due—as a Filipino seafarer who sacrificed and as a human being.

WHEREFORE, the Petition for Review is **GRANTED**. The Decision and Resolution of the Court of Appeals in CA-G.R. SP. No. 06715 dated September 30, 2015 and April 7, 2017 are **SET ASIDE**. Respondents Magsaysay Mitsui Osk Marine, Inc., Francisco D. Menor, and Mol Ship Management Co. Ltd. are solidarity liable to pay petitioners Daisy Ree Castillon, Jureeze Phoebe Castillon, and Drew Wyatt Castillon the following:

1) Death benefit of US$50,000.00;
2) Additional death benefit of US$7,000.00 for each of Junlou Castillon's two (2) children;
3) Burial expenses of US$1,000.00;
4) Attorney's fees equivalent to 10% of the total monetary award; and
5) Legal interest of six percent (6%) per annum of total monetary award, computed from the date of finality of judgment until full satisfaction.

SO ORDERED.

Carandang, Zalameda, and *Gaerlan, JJ.*, concur.
Gesmundo, J., Pls. see dissenting opinion.

October 26, 2020

NOTICE OF JUDGMENT

Sirs / Mesdames:

Please take notice that on **March 2, 2020** 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 October 26, 2020 at 11:05 a.m.

Very truly yours,

(SGD) MISAEL DOMINGO C. BATTUNG III
Division Clerk of Court

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[1] *Rollo*, pp. 15-28.

[2] Id. at 30-38. The Decision dated September 30, 2015 was penned by Associate Justice Edwin B. Contreras, and concurred in by Associate Justice Edgardo L. Delos Santos (now a Member of this Court) (Chair) and Renato C. Francisco of the Nineteenth Division, Court of Appeals, Cebu City.

[3] Id. at 39-40. The Resolution dated April 7, 2017 in CA-G.R. SP No. 06715 was penned by Associate Justice Edwin B. Contreras, and concurred in by Associate Justice Edgardo L. Delos Santos (now a Member of this Court) and Gabriel T. Ingles (Chair) of the Special Former Nineteenth Division, Court of Appeals, Cebu City.

[4] Id. at 30-31.

[5] Id. at 17.

[6] Id. at 31.

[7] Id.

[8] Id.

[9] Id.

[10] Id. at 44.

[11] Id. at 44.

[12] Id. at 44-45.

[13] Id.

[14] Id. at 18.

[15] Id. at 34-35.

[16] Id. at 18.

[17] Id.

[18] Id. at 32.

[19] Id.

[20] Id. at 32.

[21] Id. at 33.

[22] Id. at 37.

[23] Id. at 33.

[24] Id. at 34-35.

[25] Id. at 35.

[26] Id. at 36.

[27] Id.

[28] Id. at 37.

[29] Id. at 39-40.

[30] Id. at 7.

[31] Id. at 15-28.

[32] Id. at 20.

[33] Id. citing *American Home Assurance Co. v. National Labor Relations Commission*, 328 Phil. 606 (1996) [Per J. Regalado, Second Division].

[34] Id. at 20-21.

[35] Id. at 21.

[36] Id. at 23.

[37] Id. at 21.

[38] Id.

[39] Id. at 22-23.

[40] Id. at 23.

[41] Id.

[42] Id. at 68-90.

[43] Id. at 69.

[44] Id. at 70.

[45] Id. at 70.

[46] Id. at 71.

[47] Id. at 76-78.

[48] Id. at 78-80.

[49] Id. at 80-81.

[50] Id. at 81.

[51] Id.

[52] Id.

[53] Id. at 82.

[54] Id. at 82-83.

[55] Id. at 83.

[56] Id.

[57] Id. at 84.

[58] Id. at 85.

[59] Id. at 88.

[60] Id. at 122-131.

[61] Id. at 123.

[62] Id. at 124.

[63] Id. at 126.

[64] RULES OF COURT, Rule 45, sec. 1.

[65] *Monana v. MEC Global Shipmanagement and Manning Corp.*, 746 Phil. 736, 749 (2014) [Per J. Leonen, Second Division].

[66] 749 Phil. 388 (2014) [Per J. Leonen, Second Division].

[67] Id. at 416 *citing Meralco Industrial v. National Labor Relations Commission*, 572 Phil. 94 (2008) [Per J. Chico-Nazario, Third Division].

[68] *See Radio Mindanao Network, Inc. v. Amurao III*, 746 Phil. 60 (2014) [Per J. Bersamin, First Division].

[69] *See Cootauco v. MMS Phil. Maritime Services, Inc.*, 629 Phil. 506 (2010) [Per J. Perez, Second Division].

[70] POEA Memorandum Circular No. 10 (2010), sec. 20(B)(1) provides:

B. Compensation and Benefits for Death

1. In case of work-related death of the seafarer, during the term of his contract, the employer shall pay his beneficiaries the Philippine currency equivalent to the amount of Fifty Thousand US dollars (US$50,000) and an additional amount of Seven Thousand US dollars (US$7,000) to each child under the age of twenty-one (21) but not exceeding four (4) children, at the exchange rate prevailing during the time of payment.

[71] *Manansala v. Marlow Navigation Phils., Inc.*, 817 Phil. 84, 96 (2017) [Per J. Leonen, Third Division].

[72] POEA Memorandum Circular No. 10 (2010), Definition of Terms (16).

[73] POEA Memorandum Circular No. 10 (2010), sec. 20(A)(4) provides:

Those illnesses not listed in Section 32 of this Contract are disputably presumed as work-related.

[74] 816 Phil. 194 (2017) [Per J. Perlas-Bernabe, First Division].

[75] Id. at 203-204.

[76] Id. at 210.

[77] 630 Phil. 352 (2010) [Per J. Brion, Second Division].

[78] Id. at 365-366.

[79] *Manansala v. Marlow Navigation Phils., Inc.*, 817 Phil. 84, 96 (2017) [Per J. Leonen, Third Division].

[80] 707 Phil. 210 (2013) [Per J. Mendoza, Third Division].

[81] Id. at 225.

[82] *Philippine Transmarine Carriers, Inc. v. Bernardo*, G.R. No. 220635, August 14, 2019, <http://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/65498> [Per J. Carandang, First Division].

[83] *Romana v. Magsaysay Maritime Corp.*, 816 Phil. 194, 210 (2017) [Per J. Perlas-Bernabe, First Division].

[84] Id.

[85] Id

[86] *See Licayan v. Seacresl Maritime Management, Inc.*, 773 Phil. 648 (2015) [Per J. Mendoza, Second Division].

[87] *See Orient Hope Agencies, Inc. v. Jara*, G.R. No. 204307, June 6, 2018, 864 SCRA 428 [Per J. Leonen, Third Division].

[88] *Leonis Navigation Co., Inc. v. Obrero*, 794 Phil. 481, 490 (2016) [Per J. Jardeleza, Third Division].

[89] G.R. No. 204307, June 6, 2018, 864 SCRA 428 [Per J. Leonen, Third Division].

[90] Id. at 450.

[91] *See Licayan v Seacrest Maritime Management, Inc.*, 773 Phil. 648 (2015) [Per J. Mendoza, Second Division].

[92] *See Olidana v. Jebsens Maritime, Inc.*, 772 Phil. 234 (2015) [Per J. Mendoza, Second Division].

[93] G.R. No. 238842, November 19, 2018, <http://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/64848> [Per J. Perlas-

Bernabe, Second Division].

[94] Id.

[95] G.R. No. 213482, June 26, 2019, <http://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/65333> [Per J. Leonen, Third Division].

[96] Id.

[97] POEA Memorandum Circular No. 10 (2010), sec. 20(A)(4) provides:

4. Those illnesses not listed in Section 32 of this Contract are disputably presumed as work-related.

[98] 628 Phil. 81 (2010) [Per J. Nachura, Third Division].

[99] Id. at 96-99.

[100] *See Jebsens Maritime, Inc. v. Alcibar*, G.R. No. 221117, February 20, 2019, <http://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/64999> [Per J. Carpio, Second Division]; *Skippers United Pacific, Inc. v. Lagne*, G.R. No. 217036. August 20, 2018, <http://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/64498> [Per J. Peralta, First Division].

[101] *Rollo*, p. 43.

[102] Dissenting Opinion of J. Gesmundo, pp. 3-4.

[103] Id. at 4.

[104] Id. at 4-5.

[105] Id. at 3.

[106] *Magsaysay Maritime Services v. Laurel*, 707 Phil. 210, 225 (2013) [Per J. Mendoza, Third Division].

[107] 628 Phil. 81 (2010) [Per J. Nachura, Third Division].

[108] *Skippers United Pacific, Inc. v. Lagne*, G.R. No. 217036, August 20, 2018, <http://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/64498> [Per J. Peralta, First Division].

[109] Id.

[110] *Leonis Navigation Co.. Inc. v. Obrero*, 794 Phil. 481, 488 (2016) [Per J. Jardeleza, Third Division].

[111] POEA Memorandum Circular No. 10(2010), sec. 20(B)(1) provides:

B. COMPENSATION AND BENEFITS FOR DEATH

1. In case of work-related death of the seafarer, during the term of his contract, the employer shall pay his beneficiaries the Philippine currency equivalent to the amount of Fifty Thousand US Dollars (US$50,000) and an additional amount of Seven Thousand US Dollars (US$7,000) to each child under the age twenty-one (21) but not exceeding four (4) children, at the exchange rate prevailing during the time of payment.

[112] POEA Memorandum Circular No. 10 (2010), sec. 20(B)(4)(c) provides:

4. The other liabilities of the employer when the seafarer dies as a result of work-related injury or illness during the term of employment are as follows:

....

c. The employer shall pay the beneficiaries of the seafarer the Philippine currency equivalent to the amount of One Thousand US dollars (US$1,000) for burial expenses at the exchange rate prevailing during the time of payment.

[113] *Poseidon International Maritime Services, Inc. v. Tamala*, 712 Phil. 459, 476 (2013) [Per J. Brion, Second Division].

[114] 746 Phil. 60 (2014) [Per J. Bersamin, First Division].

[115] Id. at 68.

[116] *Remoticado v. Typical Construction Trading Corp.*, G.R. No. 206529, April 23, 2018, 862 SCRA 245, 253-254 [Per J. Leonen, Third Division].

[117] *Periquet v. National Labor Relations Commission*, 264 Phil. 1115, 1122 (1990) [Per J. Cruz, First Division].

[118] 625 Phil. 102 (2010) [Per J. Villarama, First Division].

[119] Id. at 107.

[120] *F.F. Cruz & Co., Inc. v. Galandez*, G.R. No. 236496, July 8, 2019, <http://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/65467> [Per J. Perlas-Bernabe, Second Division].

[121] *De Andres v. Diamond H Marine Services & Shipping Agency, Inc.*, 813 Phil. 746, 766-767 (2017) [Per J. Mendoza, Second Division].

[122] 257 Phil. 522 (1989) [Per J. Gancayco, First Division].

[123] Id. at 530-531.

[124] *Olaybar v. National Labor Relations Commission*, 307 Phil. 847, 852 (1994) [Per J. Bellosillo, First Division].

[125] *Principe v. Philippine-Singapore Transport Services, Inc.*, 257 Phil. 522, 530 (1989) [Per J. Gancayco, First Division].

[126] CIVIL CODE, art. 2208(8) provides:

Article 2208. In the absence of stipulation, attorney's fees and expenses of litigation, other than judicial costs, cannot be recovered, except:

...

(8) In actions for indemnity under workmen's compensation and employer's liability laws;

DISSENTING OPINION

GESMUNDO, J:

The undersigned most respectfully registers his dissent to the majority and the *ponencia*'s collective opinion as regards the award of full death benefits in favor of seafarer Junlou H. Castillon's (*Castillon*) heirs.

The striking facts which call for a re-assessment of the majority's position are enumerated as follows:

1) Castillon was [onboard] M/V Amethyst Ace from February 23, 2009 to September 3, 2009 which translates to one hundred and ninety-two (192) days or roughly six (6) months and eleven (11) days.[1]

2) In June 2009, roughly four (4) months aboard the vessel, Castillon complained of intermittent mild stomach pains but he dismissed the same as an ordinary discomfort.[2]

3) After being repatriated, Castillon was diagnosed with "Sigmoid Colon Carcinoma Stage III.B" (colon cancer).[3]

4) Castillon signed a quitclaim and received a check for P888,340.00 or roughly US$20,000.00.[4]

Notwithstanding the aforementioned facts, the *ponencia* sided in favor of Castillon with the following findings and reasons:

1) Castillon's death during the pendency of his claim for compensation is compensable because it was work- related.[5]

2) Castillon's illness can be traced from his family history of malignancy as well as his working and living conditions while on board which contributed to his illness.[6]

3) Castillon's allegations—that he was given poor dietary provisions such as canned goods which are high in fat and cholesterol, that he worked for more than eight (8) hours a day, and that he was exposed to oil and fumes—were never disputed by the respondents.[7]

4) Castillon cannot be considered to have signed the quitclaim voluntarily as he was in desperate need of financial assistance for his chemotherapy and the amount given by respondent Magsaysay Mitsui OSK Marine, Inc. (Magsaysay) is hardly sufficient as he was legally entitled to US$65,000.00 instead of the US$20,000.00 that was given.[8]

The aforementioned reasons, with all due respect to the majority's position, appear to be inconsistent with some basic legal precepts and tend to present long-term problems for those who are contemplating of seeking employment in the maritime industry.

I. Evidence is not substantial enough to establish the fact that Castillon's colon cancer was work-related.

It is an oft-repeated rule that the quantum of proof necessary in labor cases (as in other administrative and quasi-judicial proceedings) is substantial evidence, or such amount of relevant evidence which a reasonable mind might accept as adequate to justify a conclusion.[9] And in a situation where the word of another party is taken against the other, as in this case, the Court must rely on substantial evidence because a party alleging a critical fact must duly substantiate and support such allegation.[10]

Concomitantly, a ***reasonable*** **proof** of work-connection is sufficient to establish compensability of a non-occupational disease—a direct causal relation is not required. [11] And while the degree of determining whether the illness is work-related requires only probability, the conclusions of the courts must still be based on real, and not just

apparent, evidence.[12]

In the case at hand, the records barely show that Castillon's colon cancer was caused or aggravated by his work and stay in the confines of M/V Amethyst Ace for the following reasons:

FIRST, the probability of developing colorectal cancer and having the same progress from Stage I to Stage 3 in just 4-6 months is miniscule. Overall, only 5% of adenomas (precancerous colon polyps) progress to cancer and it can take seven (7) to ten (10) or more years for an adenoma to evolve into cancer—if it ever does.[13] Additionally, medical bulletins show that colorectal cancer is often found after symptoms appear as most people with early colon or rectal cancer have no symptoms of the disease; accordingly, symptoms usually appear only at a more advanced stage of the disease.[14] In other words, colorectal cancers are usually asymptomatic and can take years to manifest. Moreover, such medical consensus suggest that cancer progresses in different stages and does not occur or develop in a rapid manner. And as to how fast cancer develops, the current state of medical science has yet to give humanity specific answers or reasonable estimates to enable physicians to pinpoint, with reasonable certainty, the period of such illness' development or progression.

Even if it is to be assumed that the rate of development of Castillon's colon cancer was unusually rapid as a result of some unusual mutation, such possibility remains to be within the realm of conjecture or supposition. As such, the Court can neither reasonably rule that Castillon's cancer may have developed or progressed during such a short span of time. While it is enough that his employment as a seafarer contributed—even if only in a small degree—to the development of the disease,[15] the existence of otherwise non-existent proof cannot be presumed.[16] Evidence which would establish a reasonable connection between the nature or conditions of work and the illness suffered by a seafarer during employment should still be presented and should still satisfy the needed quantum of proof—such requirement cannot be dispensed or ignored completely.

SECOND, the probability that Castillon's colon cancer was aggravated by his diet while onboard the vessel is speculative at best. It is basic that whoever alleges a fact has the burden of proving it because a mere allegation is not evidence.[17] While the facts show that the respondents failed to rebut the allegation that Castillon was given poor dietary provisions such as canned goods which are high in fat and cholesterol, such silence does not amount to substantial evidence. Self-serving allegations should still be substantiated by evidence if they are to be regarded as useful to establish a fact or inference.[18]

Moreover, one's predisposition to develop cancer is affected not only by one's work, but also by many factors **outside** of one's **working environment**.[19] The factors leading to Castillon's colon cancer are so varied that substantial evidence is needed to prove that the same illness is work-related. Factors that increase a person's risk of colorectal cancer include high fat intake, a family history of colorectal cancer and polyps, the presence of polyps in the large intestine, and chronic ulcerative colitis.[20] Accordingly,

even if respondents' silence regarding M/V Amethyst Ace's poor dietary provisions are to be taken as an admission, the same falls short of the required quantum of proof required to establish work-relatedness because it is merely speculative as a probable factor of Castillon's colon cancer. Thus, the evidence is not substantial enough to prove that Castillon's diet onboard the vessel caused or contributed to the development of his colon cancer.

LAST, a pre-employment medical examination (*PEME*) is not exploratory and may not be relied upon to produce information regarding a seafarer's true state of health.[21] It is not intended to be a totally in-depth and thorough examination of an applicant's medical condition.[22] This jurisprudential observation applies to asymptomatic illnesses such as colon cancer which, as discussed earlier, usually appear only at a more advanced stage of the disease. An asymptomatic illness cannot reasonably be detected during a PEME as the same procedure is routinary. It is only when patients complain of discomfort or pain that routinary procedures, such as the PEME, can be extended by the examining physician through additional medical tests which may lead to the eventual diagnosis of an underlying illness.

However, the presumption of work-relatedness cannot be reasonably relied upon to support a claim of compensation just because the PEME is non-exploratory. At best, the inadequacy of the PEME in diagnosing or detecting a disease can only overcome an employer's defense that the illness suffered by a seafarer should not be considered as work-related as it was not found to be existing at the time of employment. Such presumption, even if sometimes supported by probability, cannot **by itself** be reasonably interpreted to automatically mean, establish or substantiate a claim of a seafarer's illness being work-related. At the very least, circumstantial evidence has to be offered to prove the "reasonable link" between the nature or conditions of work and the seafarer's purported resultant illness.

II. General principles such as social justice cannot supplant the requirement of establishing facts or inferences by evidence.

Time and again, the Court has ruled that the social justice provisions of the Constitution are not self-executing principles ready for enforcement through the courts —they are merely statements of principles and policies.[23] In other words, they are merely guidelines for legislation.[24] As such, social justice principles need legislative enactments before they can be implemented.[25]

Conversely, the protective mantle of social justice cannot be utilized as an instrument to hoodwink courts of justice.[26] In relation to the administration of justice, procedural rules are not to be belittled or dismissed simply because their non-observance may

have resulted in prejudice to a party's substantive rights.[27] Especially in the aspect of establishing facts, **due process considerations** require that judgments must conform to and be **supported** by the pleadings and **evidence** presented in court.[28] Deciding based on evidence is an essential attribute of due process which properly informs (especially those who will be deprived of life, liberty or property) the reasons for the verdict which pronounced the rights and obligations of contending parties in litigation.

In this case, it has already been shown that the records lack substantial evidence to show that Castillon's colon cancer was work-related. To force the application of social justice principles by discarding evidentiary requirements just so an underprivileged party may benefit at the expense of the other is to betray the same principles. The constitutional commitment to the policy of social justice cannot be understood to mean that every labor dispute shall automatically be decided in favor of labor.[29] Such constitutional and legal protection equally recognizes the employer's right and prerogative to manage its operation according to reasonable standards and norms of fair play.[30] Accordingly, **broad and generic principles**—such as social justice—**cannot be used as substitutes** in place of the quantum **of evidence** required to establish a fact or inference. Doing so would violate the basic tenets of due process and would amount to the desecration of the principle of social justice itself.

III. Drawing the line between applying social justice principles and sufficiency of evidence requires the Court to weigh the long-term effects of its decisions.

It was first declared by this Court in ***More Maritime Agencies, Inc., et al. v. National Labor Relations Commission, et al.***[31] that: "[e]very workman brings with him to his employment certain infirmities, and while the employer is not the insurer of the health of his employees, he takes them as he finds them, and assumes the risk of having a weakened condition aggravated by some injury which might not hurt or bother a perfectly normal, healthy person."[32] Such ruling is consistent with the disposition in the instant case in favor of Castillon.

Here, the *ponencia* cited the case of ***Leonis Navigation Co., Inc., et al. v. Villamater, et al.***[33] which considered colon cancer as a compensable disease by reason of being work-related because, even if the NLRC and the Labor Arbiter found that seafarer Villamater's "dietary provisions while at sea increased his risk of contracting colon cancer because he had no choice of what to eat on board except those provided on the vessels and these consisted mainly of high-fat, high-cholesterol, and low-fiber foods," the employers "**were silent** when they argued that his affliction was brought about by diet and genetics." At this point, it is reasonable to conclude that the Court in ***Leonis*** did not give a clear explanation (aside from the fact that such

illness is an interplay of age, hereditary, and dietary factors) why colon cancer is work-related considering that the "adenomatous polyps in the colon...are usually benign, but some develop into cancer over time." In other words, this Court's ruling that Villamater's colon cancer was probably work-related was **due to the result of failing to raise an argument in a timely manner—not due to sufficiency of evidence**. As earlier pointed out, the respondents' silence cannot be used in place of substantial evidence as it betrays the basic tenets of due process.

The *ponencia*'s resolve to uphold and apply social justice principles in the case at hand is commendable. However, the undersigned merely wishes to voice out his concern in according benefits to a single seafarer in view of social justice at the expense of all other seafarers who are still applying for employment as well as others who still wish for overseas deployment. If the Court decides to indiscriminately apply social justice principles and to follow the jurisprudential path of compensating ailments or deaths with the slightest perceived connection to work despite insufficiency of evidence of a reasonable causal connection, the barriers to entry of employment for Filipino seafarers as well as potential seafarers will eventually become insurmountable. Pre-employment medical examination costs will skyrocket as a result of an exhaustive requirement from employers in order to mitigate their monetary liability of compensating illnesses existing at the time of the execution of employment contracts.

More importantly, the Court would be establishing a dangerous precedent if an evidentiary presumption of work-relatedness is considered to be an implication of the general principle of social justice. It would have the effect of dispensing the requirement of satisfying the required quantum of evidence in favor of upholding an interpretative rule used to settle doubts.

Finally, no explanation or concrete jurisprudential solution was offered or, at least, discussed by the majority to address the foregoing concern relative to the long-term effect of indiscriminately applying social justice principles despite the fact that current medical science has yet to conclusively show, with reasonable probability, that colon cancer may form, develop and worsen in such a short period of time as 3 to 4 months. As to the finding that Castillon's colon cancer was aggravated by his diet allegedly consisting of fatty foods, the same was only presumed without presentation of any scientific or medical evidence. Thus, while the Court adheres to the principle of liberality in favor of the seafarer in construing the POEA-SEC, it cannot allow claims for compensation based on conjectures and probabilities.[34]

IV. An improperly obtained quitclaim will not result in the seafarer's entitlement to full benefits when the death or illness is not work-related.

Not all quitclaims are *per se* invalid or against public policy, except: (1) where there is clear proof that the waiver was wangled from an unsuspecting or gullible person, or (2) where the terms of settlement are unconscionable on their faces; in these cases, the law will step in to annul the questionable transactions.[35] However, to allow the recovery of full disability or death benefits by virtue of an invalid quitclaim presupposes that there is a legal entitlement to such benefits in full.

Concomitantly, it is settled that no person should unjustly enrich himself or herself at the expense of another.[36] Unjust enrichment exists "when a person unjustly retains a benefit from the loss of another, or when a person retains money or property of another against the fundamental principles of justice, equity and good conscience."[37] As such, it must be shown that a party was unjustly enriched in the sense that the term unjustly could mean illegally or unlawfully.[38]

In this case, the respondents (especially Magsaysay) cannot be considered to have taken advantage of Castillon in the signing of the quitclaim as there was no clear proof that the latter was gullible or was defrauded. Moreover, the terms of the settlement, especially as to the amount of compensation cannot be considered as unconscionable. This is because Castillon cannot be considered as being entitled to death benefits in the first place for failure of his heirs to substantiate the existence of work-relatedness, a requirement for compensability.

Courts, as well as magistrates presiding over them, are not omniscient; they can only act on the facts and issues presented before them in appropriate pleadings.[39] As such, evidence is needed to establish an approximate amount of monetary claim in the first place before one can conclude that the amount being offered by the employer in a given quitclaim is conscionable or unconscionable. Since no such monetary claim was established/proven with substantial evidence of work-relatedness, it reasonably follows that any sum provided in the succeeding quitclaim can never amount to anything unconscionable.

Relatedly, since the evidence on record hardly establishes any relationship between Castillon's colon cancer and his stay onboard M/V Amethyst Ace, it would be manifestly unjust to require Magsaysay to part with its funds in order to pay off an obligation which it never had. While the undersigned greatly sympathizes with the plight of Castillon's heirs, he cannot in good conscience concede to the fact that one party will be unduly benefited at the expense of another.

Conclusion

All told, the available records do not establish through substantial evidence that Castillon's colon cancer developed due to or was caused by his work as a seafarer onboard M/V Amethyst Ace. Castillon's short stint of six (6) months as a seafarer onboard the subject vessel, coupled with an unsubstantiated allegation of poor dietary provisions, are not enough to lead the mind of a reasonable person to accept that such facts are adequate to justify the conclusion that such colon cancer was work-related. Moreover, **an interpretative rule in settling doubts such as social justice cannot**

be used in place of evidence. To do so would be to **violate the basic constitutional principle of due process**. Finally, an invalid quitclaim does not automatically mean that a claimant is entitled to recovery of full compensatory benefits under the law or contract. A claimant first has to establish that he or she is legally entitled to such benefits to begin with.

At this point, the undersigned takes this opportune time to reiterate his view that social justice principles involve a delicate balance between the interests of both capital and labor. Principles which will eventually lead to long-term benefits for both sides should be pursued. Since this Court's decisions (and signed extended resolutions) not only settle past controversies but also set precedents for factually similar cases which may arise in the future, great care has to be taken in order to ensure that legal principles are balanced and will work for the benefit of all.

In the case of the maritime industry, it would be unreasonable to require employers to gather large amounts of data regarding the hereditary history of *all* its applicants. Moreover, automatically awarding compensatory benefits to seafarers even if the same are not established by substantial evidence would set a dangerous precedent which is repugnant to the ideals of due process. Not only would these measures be time-consuming and costly, they would also discourage foreign employers from hiring Filipino seafarers. State policies should also be balanced so as not to prejudice the very persons that the Constitution and the law seek to protect.

IN VIEW OF THE FOREGOING, the undersigned votes to **DENY** the Petition for Review on *Certiorari* and **AFFIRM** the September 30, 2015 Decision of the Court of Appeals in CA-G.R. SP No. 06715 with no costs to the petitioners.

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[1] *Ponencia*, p. 2.

[2] Id.

[3] Id.

[4] Id. at 2-4 and 18.

[5] Id. at 10 and 13-14.

[6] Id. at 14.

[7] Id. at 16.

[8] Id. at 18.

[9] *Tenazas, et al. v. R. Villegas Taxi Transport, et al*. 731 Phil. 217, 229 (2014); citation omitted.

[10] *Nightowl Watchman & Security Agency, Inc. v. Lumahan*, 111 Phil. 391, 404 (2015); citation omitted.

[11] *De Leon v. Maunlad Trans, Inc., et al.*, 805 Phil. 531, 540 (2017), citation omitted.

[12] *Scanmar Maritime Services, Inc., et al. v. De Leon*, 804 Phil. 279, 291-292 (2017); citation omitted.

[13] https://www.health.harvard.edu/diseases-and-conditions/they-found-colon-polyps-now-what (last visited: January 20, 2020).

[14] *Talosig v. United Philippine Lines, Inc., et al.*, 739 Phil. 774, 785 (2014); citation omitted.

[15] *Skippers United Pacific, Inc., et al. v. Lagne*, G.R. No. 217036, August 20, 2018; citation omitted.

[16] *Raro v. Employees' Compensation Commission, et al.*, 254 Phil. 846, 852 (1989).

[17] *BP Oil and Chemicals International Philippines, Inc. v. Total Distribution & Logistic Systems, Inc.*, 805 Phil. 244, 260 (2017); citation omitted.

[18] See *Seacrest Maritime Management, Inc., et al. v. Roderos*, 830 Phil. 750, 767 (2018).

[19] *Klaveness Maritime Agency, Inc., et al. v. Beneficiaries of the Late Second Officer Anthony S. Allas*, 566 Phil. 579, 589 (2008).

[20] *Leonis Navigation Co., Inc., et al. v. Villamater, et al.*, 628 Phil. 81, 97 (2018); citation omitted.

[21] *Dayo v. Status Maritime Corporation, et al.*, 751 Phil. 778, 792 (2015).

[22] *Doroteo v. Philimare Incorporated, et al.*, 807 Phil. 164, 175 (2017); citation omitted.

[23] *Bureau of Fisheries and Aquatic Resources (BFAR) Employees Union, Regional Office No. VII, Cebu City v. Commission on Audit*, 584 Phil. 132, 137 (2008).

[24] See *Manila Prince Hotel v. Government Service Insurance System, et al.*, 335 Phil. 82, 106 (1997).

[25] See *Tondo Medical Center Employees Association, et at. v. Court of Appeals, et al.*, 554 Phil. 609, 625 (2007); citation omitted.

[26] *Nib v. Court of Appeals, et al.*, 213 Phil. 460, 475 (1984).

[27] *Spouses Bergonia v. Court of Appeals, et al.*, 680 Phil. 334, 344 (2012).

[28] See *Diona v. Dalangue, et al.*, 701 Phil. 19, 31 (2013); emphases supplied.

[29] *Imasen Philippine Manufacturing Corporation v. Alcon, et al.*, 746 Phil. 172, 179 (2014); citation omitted.

[30] *PJ Lhuillier, Inc. v. Camacho*, 806 Phil. 413, 424 (2017).

[31] 366 Phil. 646 (1999).

[32] Id. at 654-655.

[33] Supra note 20, at 98-99.

[34] *Crew and Ship Management International Inc., et al. v. Soria*, 700 Phil. 598, 613 (2012); *cf. Roy, III v. Herbosa, et al.*, 800 Phil. 459, 493 (2016).

[35] *Mindoro Lumber and Hardware v. Bacay, et al.*, 498 Phil. 752, 760 (2005); citation omitted.

[36] *Loria v. Muñoz, Jr.*, 745 Phil. 506, 508 (2014).

[37] *Filinvest Land, Inc., et al. v. Backy, et al.*, 697 Phil. 403, 412 (2012); citation omitted.

[38] *Mitsubishi Motors Philippines Salaried Employees Union (MMPSEU) v. Mitsubishi Motors Philippines Corporation*, 711 Phil. 286, 303 (2013); citation omitted.

[39] *De Castro v. Liberty Broadcasting Network, Inc., et al.*, 643 Phil. 304, 313 (2010).
