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# FIRST DIVISION

# [ G.R. No. 168922, April 13, 2011 ]

## WILFREDO Y. ANTIQUINA, PETITIONER, VS. MAGSAYSAY MARITIME CORPORATION AND/OR MASTERBULK, PTE., LTD., RESPONDENTS.

## D E C I S I O N

**LEONARDO-DE CASTRO, J.:**

Before the Court is a Petition for Review on *Certiorari*, assailing the Court of Appeals' Decision[1] dated May 31, 2005 and Resolution[2] dated July 14, 2005 in CA-G.R. SP No. 82638. In the Decision dated May 31, 2005, the Court of Appeals modified the September 27, 2002[3] Decision of the Labor Arbiter in OFW Case No. 01-06-1216-00 awarding sickness allowance, permanent medical unfitness benefits and attorney's fees in favor of petitioner.  The Court of Appeals denied petitioner's motion for reconsideration of the May 31, 2005 Decision in the assailed Resolution.

The material facts of the case, as culled from the records, follow:

Sometime in February 2000, petitioner Wilfredo Y. Antiquina was hired, through respondent manning agency Magsaysay Maritime Corporation (MMC), to serve as Third Engineer on the vessel, M/T Star Langanger, which was owned and operated by respondent Masterbulk Pte., Ltd. (Masterbulk).  According to petitioner's contract of employment,[4] his engagement on the vessel was for a period of nine (9) months at a salary of US$936.00 per month.  It is undisputed that petitioner's contract conformed to the standard Philippine Overseas Employment Agency (POEA) contract of employment.

Petitioner commenced his employment on the M/T Star Langanger on March 1, 2000.  Almost seven months later, or on September 22, 2000, during a routine maintenance of the vessel's H.F.O Purifier #1, petitioner suffered a fracture on his lower left arm after a part fell down on him. After first aid treatment was given to petitioner, he was brought to a hospital in Constanza, Romania where the vessel happened to be at the time of the accident.  At the Romanian hospital, petitioner was diagnosed with "fractura 1/3 proximala cubitus stg." as shown by the medical certificate[5] issued by the attending physician and his arm was put in a cast.

On October 1, 2000, petitioner was signed off the vessel at Port Said, Egypt and was repatriated to the Philippines, where he arrived on October 3, 2000.  He immediately reported to the office of MMC on October 4, 2000 and was referred to Dr. Robert Lim of the Metropolitan Hospital. On October 5, 2000, petitioner was examined at the Metropolitan Hospital and Dr. Lim subsequently issued a medical report confirming that petitioner has an undisplaced fracture of the left ulna. Petitioner was given medication and advised to return after two weeks for repeat x-ray and re-evaluation.[6]

After one month, petitioner's cast was removed and he was advised to undergo physical therapy sessions. Despite several months of physical therapy, petitioner noticed that his arm still had not healed and he had difficulty straightening his arm. Another company designated doctor, Dr. Tiong Sam Lim, evaluated petitioner's condition and advised that petitioner undergo a bone grafting procedure whereby a piece of metal would be attached to the fractured bone. Upon learning from Dr. Tiong Sam Lim that the metal piece will only be removed from his arm after one and a half years, petitioner allegedly reacted with fear and decided not to have the operation.[7]

After formally informing respondents of his decision to forego the medical procedure recommended by the company physician, petitioner filed a complaint for permanent disability benefits, sickness allowance, damages and attorney's fees against herein respondents.

In his position paper[8] filed with the Labor Arbiter, petitioner asserted that he is entitled to sickness allowance equivalent to his basic wage for 120 days as stipulated under Section 20 of the POEA Standard Employment Contract. With respect to his claim for permanent disability benefits, he relied on the medical opinion of two doctors; namely, Dr. Rimando Saguin and Dr. Antonio A. Pobre who both issued medical certificates,[9] finding to the effect that petitioner was no longer fit for sea service and recommending a partial permanent disability grade of 11 under the POEA Schedule of Disability Grading. However, petitioner claimed that, notwithstanding his own medical evidence regarding his disability grade, he was entitled to the purportedly superior benefits provided for under Section 20.1.5 of respondents' collective bargaining agreement (CBA) with the Associated Marine Officers' and Seamen's Union of the Philippines (AMOSUP).[10] Section 20.1.5 allegedly provides:

> Permanent Medical Unfitness - A seafarer whose disability is assessed at 50% or more under the POEA Employment Contract shall, for the purpose of this paragraph, be regarded as permanently unfit for further sea service in any capacity and entitled to 100% compensation, i.e. US$80,000.00 for officers and US$60,000.00 for ratings, AB and below. Furthermore, any seafarer assessed at less than 50% di[s]ability under the Contract but certified as permanently unfit for further sea service in any capacity by the company doctor, shall also be entitled to 100% compensation.[11]

Anent his prayer for damages and attorney's fees, petitioner asserted that respondents should be made liable in view of their negligence and delay in the payment of his allegedly valid claims and the latter's contravention of the terms and conditions of the contract of employment.[12]

In their defense, respondents contended that petitioner's monetary claims were premature by reason of the latter's refusal to undergo the operation recommended by the company designated physician. Respondents presented Dr. Tiong Sam Lim's

typewritten opinion[13] dated June 4, 2001, stating that:

> IF BONE GRAFTING WAS DONE AND THE BONE HEALED, THEN HE WILL BE ABLE TO GO BACK TO SEA DUTIES. IF THE LEFT FOREARM IS LEFT AS IS, THEN, THERE WILL BE PAIN AND INABILITY TO TURN THE FOREARM CAUSING DISABILITY. THE DISABILITY THEN WILL BE GRADE 10.

Further citing Section 20(B)(2) of the POEA Standard Employment Contract, respondents claimed that, although it was their obligation to repatriate an injured or sick seaman and pay for his treatment and sick leave benefits until he is declared fit to work or his degree of disability has been clearly established by the company designated physician, it was allegedly petitioner's correlative obligation to submit himself for medical examination and treatment to determine if he is still fit to work or to establish the degree of his disability.[14] Respondents made known their willingness to shoulder the cost of the operation or procedure needed but it was allegedly petitioner who refused to undergo the operation in bad faith and in contravention of the terms of the employment contract.[15] Further, respondents argued that they were not liable for damages and attorney's fees for there was no bad faith or ill motive on their part.[16]

In a Decision dated September 27, 2002, the Labor Arbiter ruled in favor of petitioner and awarded him the amount of US$3,614.00 as sickness allowance; US$80,000.00 "representing [his] permanent medical unfitness benefits under the pertinent provisions of the Collective Bargaining Agreement";[17] and attorney's fees.

Respondents appealed the Labor Arbiter's decision to the National Labor Relations Commission (NLRC), contending, in addition to their previously proffered arguments, that they have already paid petitioner's sickness allowance[18] and that the Labor Arbiter had no basis to award disability compensation for failure of petitioner to present the CBA and proof of membership to AMOSUP.

The NLRC dismissed respondents' appeal in a Decision[19] dated August 20, 2003 and subsequently denied their motion for reconsideration.[20]

Undeterred, respondents filed a petition for *certiorari*[21] with the Court of Appeals. In a Decision dated May 31, 2005, the Court of Appeals noted that the NLRC appeared to have followed the rule that the conclusions of the Labor Arbiter when sufficiently corroborated by the evidence on record must be accorded respect by the appellate tribunals and thus, the NLRC no longer examined the evidence submitted by respondents to prove payment of petitioner's sickness allowance.[22] However, relying on our decision in *Philippine Telegraph and Telephone Corporation v. National Labor Relations Commission*,[23] the Court of Appeals held that:

> **Although said evidence were filed for the first time on appeal, it would have been prudent upon the NLRC to look into them** since it **was not bound by the rules of evidence** prevailing in courts of law or equity. In fact, labor officials are mandated by Article 221 of the Labor

Code to use every and all reasonable means to ascertain the facts in each case speedily and objectively and without regard to technicalities of law or procedure, all in the interest of due process. x x x.[24] (Emphasis supplied.)

As for the probative value of the receipts submitted by respondents as annexes to the memorandum of appeal, the Court of Appeals found that:

> **As clearly shown by said annexes, [respondents] had already paid [petitioner] his sickness allowance**. In fact, he received a PCIB Check, dated November 28, 2000, in the amount of P41,467.98 on December 1, 2000; another PCIB Check, dated December 14, 2000, in the amount of P45,255.60 on January 10, 2001; an FEBTC check, dated January 25, 2001, in the amount of P48,053.68 on January 31, 2001; and lastly an RCBC check, dated February 14, 2001, in the amount of P43,691.06 on February 28, 2001. All of these documents bear [petitioner's] signature. Thus, he cannot deny that he received said sickness allowance in the total amount of P178,468.32.[25] (Emphasis supplied.)

With respect to respondents' claim that the Labor Arbiter's award of US$80,000 in medical unfitness benefits had no basis, the Court of Appeals held that:

> A careful perusal of the records shows that [petitioner's] claim that he was a member of AMOSUP and, therefore, Article 20.1.5 of the CBA providing for an US$80,000.00 permanent medical unfitness benefits applies in this case, is **not supported by the evidence**. For one, **the said CBA does not form part of the evidence presented by [petitioner]** in this case. Instead, what he submitted as an attachment to his Memorandum of Authorities before this Court is a copy of a document entitled "Addendum to Memorandum of Agreement by and between Masterbulk PTE Ltd., Associated Marine Officers & Seamen's Union of the Phils. (AMOSUP), and Magsaysay Maritime Corporation." Said Addendum merely provides:
>
> > "1. That the Agreement shall be renewed/extended for another one (1) year effective January 1, 2000.
> >
> > 2. All other terms and conditions of the Agreement not in anyway inconsistent with the foregoing shall remain unaltered and in full force and effect."
>
> Moreover, **he did not even present any identification card** that would show that he was really a member of the said labor organization. **Neither did he present any document that would show that seafarers** like him who ply the overseas route **were compulsory or automatic members** of said labor organization. **Since [petitioner] claims such**

**membership, it was incumbent upon him to prove it.**

**We, thus, hold that the NLRC committed a grave abuse of discretion when it affirmed the Labor Arbiter's decision awarding [petitioner] US$80,000.00 as medical unfitness benefit, despite the fact that such claim was unsubstantiated by any documentary evidence.**[26] (Emphases supplied.)

However, as it was undisputed that petitioner suffered a work-related injury, the Court of Appeals still saw fit to award medical unfitness benefits, based on the POEA Standard Contract of Employment and the finding of petitioner's own physician that the proper disability grade for petitioner's injury was Grade 11 or 14.93%. Thus, the Court of Appeals computed petitioner's medical unfitness benefits, as follows:

> While it is true that [petitioner's] claim for disability is premature, the fact remains that there is still a work-connected injury and the attendant loss or impairment of his earning capacity that need to be compensated. On this score, Sec. 30-A of POEA Standard Contract of Employment is applicable. The same provides for a schedule of disability allowances and per said schedule, an impediment of Grade 11 is equivalent to the maximum rate of US$50,000.00. Multiply this amount by the degree of impediment, which is 14.93%, the [petitioner] is entitled to US$7,465.00, to be paid in Philippine Currency equivalent to the exchange rate prevailing during the time of payment.[27]

After finding that this case did not fall under the exceptional circumstances provided by law for an award of attorney's fees, the Court of Appeals ruled that the award of 10% attorney's fees in favor of petitioner was improper. Thus, the dispositive portion of the Court of Appeals' May 31, 2005 Decision read:

> WHEREFORE, the September 27, 2002 Decision of the Labor Arbiter is hereby modified to read as follows:
>
> "WHEREFORE, judgment is hereby rendered
>
> 1] ordering the respondents to pay the complainant the amount of US$7,480.00 or its equivalent amount in Philippine Currency at the prevailing exchange rate at the time of payment, representing permanent medical unfitness benefits, plus legal interest reckoned from the time it was due;
>
> 2] denying the claim for sickness allowance, the same having been paid;
>
> 3] denying the claim for attorney's fees; and
>
> 4] denying the other claims of the complainant."[28]

In his motion for reconsideration of the above Decision of the Court of Appeals,

petitioner claimed that it was only by inadvertence that he previously failed to attach a copy of the CBA. Attached as annexes to his motion were: (a) a purported copy of the CBA (Masterbulk Vessels Maritime Officers Agreement 1999) which allegedly entitled him to US$110,000.00 in disability benefits (an amount even higher than the Labor Arbiter's award of US$80,000.00); and (b) a copy of his monthly contributions as union member during the period that he was employed by respondents. Thus, he prayed that the Court of Appeals reconsider its May 31, 2005 Decision and award him the higher amount of **US$110,000.00** in disability benefits in accordance with the Masterbulk Vessels Maritime Officers Agreement 1999.

In their Comment, respondents objected to the annexes of petitioner's motion for reconsideration on the grounds that his belated filing violated their right to due process and that the list of monthly contributions he presented did not prove he was a member of AMOSUP since the said list did not contain any validation/signature of an AMOSUP officer.

In his Reply, petitioner attached as additional evidence copies of: (a) his identification card as AMOSUP member; (b) his identification card as member of the Singapore Maritime Officers' Union; and (c) a certification dated July 13, 2005 issued by the Legal Department of AMOSUP that petitioner was a member of said union at the time of employment with the M/T Star Langager from March 2 to October 1, 2000.[29]

In a Resolution dated July 14, 2005, the Court of Appeals denied petitioner's motion for reconsideration, ruling that:

> As to the Masterbulk Vessels Maritime Agreement, it is too late in the day to consider it as it was just submitted with the Motion for Reconsideration. Liberality to get to the truth is most ideal but there is a point or stage of the process that it should no longer be allowed. To do so at this stage would be unfair to the other party.[30]

Hence, petitioner now comes to this Court, raising the following issues:

I.

> THE COURT OF APPEALS COMMITTED GRAVE ERROR IN NOT ADMITTING AND CONSIDERING THE EVIDENCE SUBMITTED BY PETITIONER SHOWING THAT HE IS A MEMBER OF THE AMOSUP AND THE SINGAPORE MARITIME OFFICERS UNION.

II.

> THE COURT OF APPEALS WAS CLEARLY BIASED IN FAVOR OF THE RESPONDENTS SUCH THAT IT SHOWED LIBERALITY TO THE LATTER BUT STRICTLY APPLIED THE RULES AGAINST PETITIONER.

At the outset, it should be noted that the resolution of the foregoing issues entails a review of the facts of the case which ordinarily would not be allowed in a petition for

review on *certiorari* under Rule 45 of the Rules of Court. As a rule, only questions of law, not questions of fact, may be raised in a petition for review on *certiorari* under Rule 45.

However, this principle is subject to recognized exceptions. In the labor law setting, the Court will delve into factual issues when conflict of factual findings exists among the labor arbiter, the NLRC, and the Court of Appeals.[31] Considering that in the present case there were differing factual findings on the part of the Court of Appeals, on one hand, and the Labor Arbiter and the NLRC, on the other, there is a need to make our own assiduous evaluation of the evidence on record.

As the two issues raised by petitioner are intrinsically related, they will be discussed together.

The Court finds merit in petitioner's contention that it would be more in keeping with the interest of fairness and substantial justice for the Court of Appeals to likewise admit and review petitioner's evidence despite being submitted only on appeal. There appears to be no justification for relaxing the rules of procedure in favor of the employer and not taking the same action in the case of the employee, particularly in light of the principle that technical rules of procedure shall be **liberally construed in favor of the working class** in accordance with the demands of substantial justice.[32] We have also previously held that "[r]ules of procedure and evidence should not be applied in a very rigid and technical sense in labor cases in order that technicalities would not stand in the way of equitably and completely resolving the rights and obligations of the parties."[33]

In line with the objective of dispensing substantial justice, this Court has examined the evidence belatedly submitted by petitioner to the Court of Appeals. Unfortunately, even with this procedural concession in favor of petitioner, we do not find any sufficient basis to overturn the Court of Appeals' May 31, 2005 Decision on the merits.

To recall, it was petitioner's assertion in his Position Paper that he is entitled to US$80,000.00 as medical unfitness benefits under Article 20.1.5 of the CBA with AMOSUP, which provision he merely quoted in his pleading.[34] The Labor Arbiter awarded the amount of US$80,000.00 as permanent medical unfitness benefits, citing the said AMOSUP CBA as his basis for the award.[35] The Court of Appeals found that such award was not supported by any evidence, in view of petitioner's failure to present a copy of the AMOSUP CBA and proof of his membership in said union.

Although petitioner was able to submit to the Court of Appeals copies of his identification card as an AMOSUP member and a certification from AMOSUP's Legal Department that he was a member of said union during the period of his employment on the M/T Star Langanger,[36] he still failed to present any copy of respondents' supposed CBA with AMOSUP.

What petitioner belatedly presented on appeal appears to be a CBA between respondent Masterbulk and the Singapore Maritime Officers' Union**, not AMOSUP**. **Article 20.1.5**, or the stipulation regarding permanent medical fitness benefits quoted in petitioner's Position Paper and relied upon by the Labor Arbiter in his

decision, **cannot be found in this CBA**. Instead, Clause 24 of the Masterbulk Vessels Maritime Officers' Agreement 1999 provides in part:

24. COMPENSATION FOR INJURY OR DEATH

(1) The Company shall pay compensation to an officer for any injury or death arising from an accident while in the employment of the Company, and for this purpose shall effect a 24-hour insurance coverage in accordance with Appendix IV to this Agreement.
(2) Compensation shall be paid as stipulated in sub-clause (1) of this clause for all injuries howsoever caused, regardless of whether or not an officer comes within the scope of the Workmen's Compensation Act and includes accidents arising or not arising out of the course of his employment and accidents arising outside the working hours of the injured or dead officer.
(3) An officer who is outside the scope of the Workmen's Compensation Act shall be entitled to claim for compensation equivalent to that payable under the Workmen's Compensation Act as if he is covered by the scope under the Workmen's Compensation Act.
(4) An officer who receives compensation under the Workmen's Compensation Act shall be entitled to receive only the difference between the amount paid to him under the Workmen's Compensation Act and the amount payable under Appendix IV, if the latter amount is higher than the compensation assessed by the Workmen's Compensation Department.
(5) An officer who suffers temporary incapacity shall be entitled to medical benefits including paid sick leave as stipulated in clause 23 of this Agreement.[37]

The higher amount of benefits (US$110,000.00) being claimed by petitioner does not appear in clause 24 but in Appendix IV referred therein, to wit:

APPENDIX IV
(Clauses 19 & 24)

COMPENSATION FOR INJURY OR DEATH

Maximum Compensation Payable:

| | WORLD-WIDE EXCEPT WAR ZONE AREA | WAR RISK IN WAR ZONE OR WARLIKE AREA |
|---|---|---|
| 1.1 Master, Chief Engineer and All ranks | US$110,000 | US$220,000 |

Compensation shall be paid to an officer who sustains injuries through an

accident as follows:

PERCENTAGE OF CAPITAL SUM PAYABLE

x x x x

2.2. PERMANENT DISABLEMENT resulting in:

x x x x

2.2.8 Any other injury causing permanent disablement ..................100%

x x x x

2.3 Permanent total loss of use of member shall be treated as loss of member.

2.4 Where the injury is not specified the Company shall adopt a percentage of disablement, which in its opinion is not inconsistent with the scales shown in sub-paragraph 2.2.

2.5 The aggregate of all percentages payable in respect of any one accident shall not exceed 100%.

x x x x

4. **Injuries which are covered under the 1st and 2nd Schedule to the Singapore Workmen's Compensation Act (SWCA**), but are not covered under this group personal accident policy (GPA) policy, shall be similarly covered by this GPA policy to the extent that computation of the percentage of compensation entailed in the SWCA shall be based on the maximum amount of compensation entailed in paragraph 1 of this Appendix. In the event of similar injury being entailed in the SWCA and this GPA policy, the more favourable compensation shall prevail.

5. The Company shall effect a 24-hour insurance to cover officers in its employment for any injury or death arising from an accident or war risk as shown in this Appendix.

6. The geographical limits of the insurance cover shall be worldwide.[38] (Emphasis supplied.)

From the foregoing, respondent Masterbulk ostensibly committed in this **CBA with a foreign union, Singapore Maritime Officers' Union,** that it shall pay compensation for injuries of employee-union members through the latter's coverage in a group personal accident insurance policy under terms set out in Appendix IV of the CBA. This contractual obligation is completely different from the cause of action

set out in petitioner's Position Paper or the relief granted by the Labor Arbiter - **which was the purported obligation of respondents under an alleged CBA with a local union to pay a specific amount of permanent medical unfitness benefits.**

We now come to the question whether the Court may award medical unfitness benefits in accordance with the Masterbulk Vessels Maritime Officers Agreement 1999 as prayed for in the present petition. On this point, we rule that we cannot in view of the doubtful authenticity and enforceability of this CBA belatedly submitted by petitioner.

A perusal of the photocopies of the Masterbulk Vessels Maritime Officers Agreement 1999 submitted by petitioner to the Court and the Court of Appeals revealed that there were missing pages. The first page of the agreement began with a portion of clause 3. There was no signature page showing that the agreement was duly signed by the representatives of Masterbulk and the union. On some pages, there were page numbers and signatures/initials in the margins but on other pages there were no page numbers and signatures/initials. On the pages that did contain page numbers it was indicated that the document had 24 pages but the copies submitted by petitioner only had 17 pages.

Although petitioner was able to submit a photocopy of his identification card as a member of the Singapore Maritime Officers' Union, it appeared on the face of said identification card that his membership expired in September 2000 and it was unclear from the incomplete copy of the Masterbulk Vessels Maritime Officers Agreement 1999 if petitioner is entitled to make a claim under the said agreement beyond the term of his membership in the foreign union.

Even more importantly, clause 7 of the Masterbulk Vessels Maritime Officers Agreement 1999 provided that:

> 7. REFEREE
>
> **In the event of a dispute arising out of the operation of this Agreement, the matter shall be referred by either party to the President of the Industrial Arbitration Court of Singapore** who may select a referee appointed **under section 43 of the Industrial Relations Act** to hear and determine such dispute.[39] (Emphases supplied.)

It likewise does not escape our notice that under the pertinent provisions of the above-mentioned agreement the computation and payment of compensation for injuries depend on the applicable provisions of the Singapore Workmen's Compensation Act which petitioner did not prove in these proceedings. Verily, the application and enforcement of foreign law is beyond this Court's authority, especially in the absence of proof of such foreign law. As we previously ruled in one case, "foreign laws do not prove themselves in our courts. Foreign laws are not a matter of judicial notice. Like any other fact, they must be alleged and proven. x x x."[40]

In *National Union of Workers in Hotels, Restaurants and Allied Industries-Manila Pavilion Hotel Chapter v. National Labor Relations Commission*,[41] we held that "[t]he burden of proof rests upon the party who asserts the affirmative of an issue. And in labor cases, the quantum of proof necessary is substantial evidence, or such amount of relevant evidence which a reasonable mind might accept as adequate to justify a conclusion."[42]

What is indubitable in this case is that petitioner alleged in his Position Paper that there was a CBA with AMOSUP (a **local** union of which he was purportedly a member) which entitled him to disability benefits in the amount of US$80,000.00. It is elementary that petitioner had the duty to prove by substantial evidence his own positive assertions. He did not discharge this burden of proof when he submitted photocopied portions of a different CBA with a different union.

In all, we find that the Court of Appeals committed no error in ruling that the Labor Arbiter's award of US$80,000.00 in disability benefits was unsupported by the evidence on record, even if we take into consideration petitioner's late documentary submissions. There is no cogent reason to disturb the appellate court's finding that the only credible and competent bases for an award of disability benefits to petitioner are the POEA Standard Contract of Employment and petitioner's own medical evidence that his disability grade is Grade 11 (14.93%). Thus, the Court of Appeals' computation of petitioner's permanent medical unfitness benefits in the amount of US$7,465.00[43] must stand.

**WHEREFORE**, the instant petition for review is **DENIED**. The Decision dated May 31, 2005 and the Resolution dated July 14, 2005 of the Court of Appeals in CA-G.R. SP No. 82638 are **AFFIRMED.**

No pronouncement as to costs.

**SO ORDERED**.

*Corona, C.J., (Chairperson), Velasco, Jr., Del Castillo,* and *Perez, JJ.,* concur.

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[1] *Rollo*, pp. 152-163; penned by then Court of Appeals Associate Justice Jose Catral Mendoza (now a member of this Court) with Presiding Justice Romeo A. Brawner and Associate Justice Edgardo P. Cruz, concurring.

[2] Id. at 187-188.

[3] Id. at 87-96.

[4] Id. at 29.

[5] CA *rollo,* pp. 41-42.

[6] Id. at 43.

[7] *Rollo*, p. 13.

[8] Id. at 52-61.

[9] These were dated March 29, 2001 and September 20, 2001, respectively; *rollo*, pp. 49-51.

[10] *Rollo*, p. 57.

[11] Id. at 114.

[12] Id. at 58-59.

[13] CA *rollo*, p. 44.

[14] *Rollo*, pp. 66-67.

[15] Id.

[16] Id at 68-69.

[17] Id. at 95.

[18] CA *rollo*, p. 106; attaching to the memorandum of appeal documents to purportedly prove payment (CA *rollo*, pp. 116-127).

[19] *Rollo*, pp. 111-117.

[20] Id. at 133-135.

[21] Id. at 136-150.

[22] Id. at 157.

[23] 262 Phil. 491 (1990).

[24] *Rollo*, p. 158.

[25] Id. at 158.

[26] Id. at 159-160.

[27] Id. at 161.

[28] Id. at 162.

[29] Id. at 183-185.

[30] Id. at 187.

[31] *Peñaflor v. Outdoor Clothing Manufacturing Corporation*, G.R. No. 177114. January 21, 2010, 610 SCRA 497, 506.

[32] *Plantation Bay Resort and Spa v. Dubrico,* G.R. No. 182216, December 4, 2009, 607 SCRA 726, 731-732; citing *PNOC Dockyard & Engineering Corp. v. National Labor Relations Commission*, 353 Phil. 431, 445 (1998).

[33] *Sevillana* v. *I.T. (International) Corp./Samir Maddah & Travellers Insurance and Surety Corporation*, 408 Phil. 570, 579 (2001).

[34] *Rollo*, pp. 57-58.

[35] Id. at 94-95.

[36] As discussed previously, these were attached to petitioner's Reply filed with the Court of Appeals. (CA *rollo*, pp. 253 and 256.)

[37] *Rollo*, p. 36.

[38] Id. at 42-44.

[39] Id. at 33.

[40] *Manufacturers Hanover Trust Co. and/or Chemical Bank v. Guerrero*, 445 Phil. 770, 777 (2003).

[41] G.R. No. 179402, September 30, 2008, 567 SCRA 291.

[42] Id. at 305.

[43] In the body of the Court of Appeals' Decision dated May 31, 2005, the amount of permanent medical unfitness benefits was correctly computed as US$50,000.00 x 14.93% = US$7,465.00. However, the dispositive portion of said Decision erroneously stated that the permanent medical unfitness benefits to be awarded was US$7,480.00.

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