



Republic of the Philippines  
**Supreme Court**  
Manila

THIRD DIVISION

DAYLINDA ALBARRACIN,\*  
Petitioner,

G.R. No. 210791

Present:

- versus -

PERALTA, J., Chairperson,  
LEONEN,  
GESMUNDO,\*\*  
REYES, J. JR., and  
HERNANDO,\*\* JJ.

PHILIPPINE TRANSWORLD  
SHIPPING and/or UNIX LIN PTE  
LTD.\*\* and/or ERLINDO M.  
SALVADOR,

Promulgated:

Respondents.

November 19, 2018

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**DECISION**

**REYES, J. JR., J.:**

Before this Court is a petition for review on *certiorari* assailing the July 16, 2013 Decision<sup>1</sup> of the Court of Appeals (CA) granting the petition for *certiorari* in CA-G.R. SP No. 116706 thereby reversing and setting aside the Decision<sup>2</sup> of the National Labor Relations Commission (NLRC) and reinstating the Decision<sup>3</sup> of the Labor Arbiter dismissing the complaint in NLRC NCR OFW Case No. (M) 12-17226-08 for death benefits, medical

\* Also spelled in the records as "ALBARACCIN."

\*\* Should have been indicated as UNIX LINE PTE. LTD.; See employment contract and Position Paper; *rollo*, pp. 77 and 180, respectively.

\*\*\* On wellness leave.

<sup>1</sup> Penned by Associate Justice Agnes Reyes-Carpio with the concurrence of Associate Justices Rosalinda Asuncion-Vicente and Priscilla J. Baltazar-Padilla; *rollo*, pp. 59-70.

<sup>2</sup> Dated August 9, 2010; *id.* at 257-268.

<sup>3</sup> Dated June 24, 2009; *id.* at 225-233.

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expenses, and attorney's fees. Also assailed is the January 13, 2014<sup>4</sup> Resolution denying the motion for reconsideration thereon.

### The Facts

Respondent Philippine Transworld Shipping Corp. (Transworld) is a domestic corporation engaged in the recruitment of seafarers for its foreign principal, respondent Unix Lin Pte. Ltd. (Unix).

On September 5, 2006, Rex Miguelito Albarracin (Albarracin) was hired by Transworld, acting for and in behalf of Unix, as Second Officer on board the latter's tanker-type vessel, M/T Eastern Neptune, under a Philippine Overseas Employment Agency-Standard Employment Contract (POEA-SEC)<sup>5</sup> with the following terms and conditions:

Duration of Contract	:	9 months
Position	:	Second Officer
Basic Monthly Salary	:	USD1,000.00
Hours of Work	:	48 hours per week
Overtime	:	USD300.00 fixed overtime 105 hrs.
Vacation Leave with Pay	:	3 days/month of service or pro-rata
Allowances	:	USD150.00 each as Tanker Allowance, Special Allowance, Extra Allowance, and Command Bonus

Prior to his employment, Albarracin was made to undergo a rigorous pre-employment medical examination (PEME). Despite the fact that his Treadmill Stress Test showed that he had an Abnormal Resting ECG and was found to have "uninterpretable STT wave changes for ischemia due to left ventricular hypertrophy x x x,"<sup>6</sup> he was nonetheless declared "fit for sea duty."<sup>7</sup> Thus, in October 2006, Albarracin left the Philippines and joined the complement of M/T Eastern Neptune.

Upon completion of his contract, Albarracin disembarked in Thailand and returned to the Philippines on May 22, 2007. Thereafter, he reported to Transworld but only for debriefing and to signify his interest to be rehired.

In line with Albarracin's desire for reemployment, he underwent PEME on July 18, 2007. It was then discovered that he is suffering from Hepatitis B and was suspected of having Hepatocellular Carcinoma (HCC).

<sup>4</sup> Id. at 72-73.

<sup>5</sup> Id. at 77.

<sup>6</sup> Id. at 103.

<sup>7</sup> Medical Examination Records; id. at 100.

On March 31, 2008, Albarracin died leaving behind his wife, Daylinda (petitioner), and minor child Rexlyn.

On December 11, 2008, the petitioner filed the complaint below against Transworld, Unix, and Transworld's president, Erlindo M. Salvador (hereafter, respondents). She alleged, in essence, that Albarracin's work constantly subjected the latter to mental and physical pressure and exposed him to gases, fumes, and vapors from chemicals and other substances that are toxic to the heart, lungs, kidneys, and liver such that, while Albarracin was on board M/T Eastern Neptune, the latter experienced pain in his stomach, suffered headaches, lost his appetite, and had difficulty standing and walking. Despite the same, nobody brought him to a hospital or took care of him. When Albarracin arrived in Manila after repatriation, he considerably lost weight, began having fever at night, and had dry cough. Albarracin requested the respondents to refer him to the company doctor for medical examination and treatment but the respondents initially denied the request and acceded only on July 16 and 17, 2007. When an examination was conducted on Albarracin, it was then discovered that he has liver parenchymal disease with a mass on his right lobe.

The petitioner averred that, despite the above findings, the respondents did not give Albarracin any medical treatment and, thus, the latter was left without a choice but to go home to the province. Examinations conducted on him by the Chong Hua Hospital revealed that he has suspected HCC. He was then referred to the Cebu Doctors University for further evaluation and treatment where he was diagnosed with "Liver: Hepatocellular Carcinoma, Grade 1" and underwent Right Hepatic Lobectomy. The treatment, however, proved futile as he subsequently succumbed to his illness. The petitioner claimed that, after Albarracin's death, she requested respondents to pay Albarracin's death benefits and burial expenses but the latter refused to do so. Asserting that the respondents' refusal is unjust, malicious, and in bad faith, she prayed that the respondents be held liable not only for death benefits and burial expenses but also for reimbursement of medical expenses and for damages.<sup>8</sup>

The respondents denied the petitioner's claims that Albarracin suffered or complained of illness during his employment and that the latter sought for, but was refused, medical examination and assistance after disembarkation. They countered that Albarracin did not report any illness all throughout his employment; that the latter did not advise them during the debriefing of any illness or disease that he has or may have acquired and even signified his interest to be rehired; and that Albarracin did not report for post-medical examination within three working days from

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<sup>8</sup> Position Paper; id. at 78-96.

disembarkation. They contended that their refusal to pay the petitioner's claims was justified because Albarracin did not undergo post-medical examination within three working days from disembarkation and his death occurred long after the employment contract with them had expired, that is, one year and seven months from the time of repatriation, and no illness was even reported by Albarracin at the time of employment. Moreover, Albarracin's death is not work-related considering that no evidence was presented showing that HCC is work-related and, in Albarracin's case, his HCC was Hepatitis B virus-related, a disease that can be contracted only through blood transfusion or sexual contact. They also denied that Albarracin's work as Second Officer exposed him to gases, fumes, and vapors from chemicals and other substances that are toxic to the heart, lungs, kidneys, and liver that may contribute to the development of HCC and averred that, as Second Officer, Albarracin's job deals with navigational charts or instruments and assisting the Chief Officer. Insisting that the petitioner's claims are without merit, they prayed that the complaint be dismissed.

#### *The Labor Arbiter Decision*

On June 24, 2009, the Labor Arbiter dismissed the petitioner's complaint upon a finding that Albarracin's death occurred after the termination of the employment contract; that the cause of the death was not work-related; and that the petitioner's claim is barred in view of Albarracin's failure to comply with the post-employment examination requirement within three days from disembarkation.<sup>9</sup>

Dissatisfied, the petitioner elevated the matter to the NLRC.

#### *The NLRC Disposition*

On August 9, 2010, the NLRC rendered its Decision reversing the ruling of the Labor Arbiter upon a finding that, although HCC or liver cancer is not listed as an occupational disease under Section 32-A of the POEA-SEC, such illness is presumed as work-related under Section 20-B (4) of POEA-SEC. It ratiocinated that Albarracin's illness is work-related because the latter's work as Second Officer on board the tanker vessel constantly exposed him to harmful gases, fumes, and vapors from the chemicals and other substances present in the vessel that are harmful to the heart, lungs, liver and kidneys. It then declared that, while Albarracin's death did not occur during the term of the latter's employment, the same is still

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<sup>9</sup> Supra note 3.

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compensable since Albarracin contracted the illness during the term of his employment and the illness was work-related. The *fallo* of its disposition thus reads:

WHEREFORE, premises considered, the Decision of the Labor Arbiter dated June 24, 2009 is REVERSED and SET ASIDE and a new one is entered into [sic] ordering the respondents-appellees PHILIPPINE TRANSWORLD SHIPPING CORP. and/or UNIX LIN PTE. LTD. and/or ERLINDO M. SALVADOR to pay, jointly and severally, complainant-appellant's claims for death benefits in the amount of US\$50,000.00, additional death benefits of US\$7,000.00 for the minor child of seaman Albarracin, burial expenses of US\$1,000.00, in Philippine currency at the prevailing rate of exchange at the time of payment; reimbursement of medical expenses in the amount of ₱328,601.52, plus the amount equivalent to ten percent (10%) of the total monetary award as attorney's fees.

All other claims are DISMISSED.

SO ORDERED.<sup>10</sup>

The respondents moved for, but failed to obtain, a reconsideration.<sup>11</sup> Hence, they filed a petition for *certiorari* before the CA.

### *The CA Ruling*

On July 16, 2013, the CA resolved to grant the petition. It ruled that the NLRC gravely abused its discretion as it applied the presumption of compensability and completely ignored the fact that HCC disease has no connection with Albarracin's work as Second Officer or to his lifestyle on board the vessel. It explained that there are only two ways to acquire HCC: through viral hepatitis and cirrhosis. In Albarracin's case, his Death Certificate categorically indicated that the immediate cause of his death is *Hepatocellular Carcinoma (Hepatitis B Related)*<sup>12</sup> which meant that Albarracin acquired HCC through viral hepatitis which is, in turn, caused by Hepatitis B Virus, a virus that can be transmitted perinatal (from mother to baby at birth) or through child-to-child transmission, unsafe injections and transfusions, or sexual contact. It then concluded that, given the modes by which HCC may be acquired, it is not surprising that the respondents failed to produce direct evidence as to how and when Albarracin contracted Hepatitis B. The decretal portion of the disposition thus reads:

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<sup>10</sup> Supra note 2.

<sup>11</sup> Resolution dated September 28, 2010; *rollo*, pp. 292-294.

<sup>12</sup> *Id.* at 116.

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**WHEREFORE**, premises considered, the petition is **GRANTED**. The Decision of the NLRC dated August 9, 2010 in NLRC-LAC Case No. 08-000161-09/NLRC Case No. NCR (M)-12-17226-08 is **REVERSED** and **SET ASIDE**, and the decision of the Labor Arbiter dated June 24, 2009 dismissing the case is hereby **REINSTATED**.

Accordingly, the dismissal of the case carries with it the denial of the prayer for injunctive relief.

**SO ORDERED.**<sup>13</sup>

The petitioner filed a motion for reconsideration, but the same was denied.<sup>14</sup> Undaunted, she filed the instant petition for review on *certiorari*.

### The Issues

- 1) THE HONORABLE COURT OF APPEALS ACTED IN A WAY NOT IN ACCORD WITH THE DECISION OF THIS HONORABLE COURT IN *NEMARIA VS. ECC*, G.R. NO. L-57889, OCTOBER 28, 1987[,] IN REVERSING THE DECISION OF THE NLRC FINDING THAT THE DEATH OF THE LATE SEAMAN ALBARRACIN IS COMPENSABLE.
- 2) THE HONORABLE COURT OF APPEALS GRAVELY ERRED IN NOT HOLDING THAT THE ILLNESS OF SEAMAN ALBARRACIN, HEPATOCELLULAR CARCINOMA, IS WORK-RELATED AND/OR PRESUMED AS SUCH AND THE PRESUMPTION OF COMPENSABILITY HAS NOT BEEN OVERTURNED BY THE PRIVATE RESPONDENTS.<sup>15</sup>

To support her prayer for a reversal, the petitioner argues that the CA erred in stating that HCC can be acquired only through viral hepatitis or cirrhosis and posits that there are various non-viral causes of HCC, such as obesity, diabetes, non-alcoholic steatohepatitis, smoking, and food products containing Aflatoxin B1, which is a major metabolite of certain molds. Accordingly, there is no basis for the CA's conclusion that Albarracin's HCC was not due to cirrhosis; hence, the same was caused by viral hepatitis.

Moreover, the petitioner contends that the CA erred in not applying the ruling in *Nemaria v. Employees Compensation Commission*<sup>16</sup> where it was declared that liver cancer, though not an occupational disease, may be

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<sup>13</sup> Supra note 1.

<sup>14</sup> Supra note 4.


<sup>15</sup> Petition; id. at 31.

<sup>16</sup> 239 Phil. 160, 166 (1987).

deemed work-connected since it is not required that the employment be the sole factor in the growth or acceleration of a claimant's illness but, rather, it is enough that his employment had contributed thereto even in a small degree. She insists that Albarracin's HCC was work-related reiterating that Albarracin's work exposed him to gases, fumes, and vapors from chemicals and other substances that are toxic to the heart, lungs, kidneys, and liver as well as to different climates and unpredictable weather that also cause stress and, thus, contributed to the development of HCC.

Finally, the petitioner maintains that the CA erred in not applying the presumption that the illness was work-related and in not ruling that the presumption of compensability was not overturned by the respondents. She asserts that the CA should have adopted a liberal attitude in deciding her claim for compensability especially since there is some basis for inferring that her husband's illness was work-related.

For their part, the respondents aver that death benefits are payable only when two conditions are met: 1) death occurred during the term of the contract; and 2) when the illness, injury, or death was work-related. In Albarracin's case, his death occurred long after the term of the employment has expired and the cause of his death was not proven to be work-related. They contend that the petitioner erred in not presenting evidence that the cause of Albarracin's death was work-related and, instead, in relying on the presumption of compensability provided under POEA-SEC as it was already explained by the Supreme Court in various jurisprudence to mean that a claimant must still present substantial evidence that there is a causal connection between the nature of the seafarer's employment and the seafarer's illness or that the risk of contracting the illness was aggravated by his working conditions. They point out that Albarracin was not exposed to any activity that would result to or aggravate HCC or liver cancer since, as Second Officer, he primarily deals with navigational charts or instruments and assists the Chief Officer in voyage planning, navigational watch, medical matters, and in supervising the work of the deck crew and the cargo operations to ensure that the required navigational charts and publications are complete and updated before the start of the voyage. Accordingly, the petitioner's failure to present any substantial evidence was fatal. They also assert that Albarracin's failure to present himself for post-employment examination within three days from disembarkation bars his heirs from claiming for death benefits. They thus maintain that the CA did not err in reversing the NLRC and in sustaining the Labor Arbiter's dismissal of the petitioner's complaint.



### The Court's Ruling

First off, the findings of the NLRC and the CA, being diametrically in contrast with that of the Labor Arbiter, compel this Court to depart from the principle of special administrative expertise and provide the reason for herein judicial review.<sup>17</sup>

The POEA-SEC is a set of standard provisions incorporated in every seafarer's employment contract that encapsulates the minimum requirements acceptable to the government for the employment of Filipino seafarers on board foreign ocean-going vessels. Section 20 (A) of the 2000 POEA-SEC requires that to be entitled to death benefits, a seafarer must have suffered a work-related death or illness during the term of his contract.<sup>18</sup> Emphasis is thus laid that, under the said provision, the death must have occurred during the term of the contract. At bench, there is no dispute that Albarracin died on March 31, 2008 or almost 10 months from his return to the Philippines on May 22, 2007. The petitioner, as Albarracin's beneficiary, is therefore precluded from receiving death benefits under Section 20 (A) of the 2000 POEA-SEC because Albarracin was no longer in the respondents' employ when he died.

The petitioner cannot also advocate that, even though the cause of Albarracin's death is a disease not listed as a compensable illness under Appendix 1 of the POEA-SEC, she is entitled to her claim as she is afforded the benefit of the presumption that Albarracin's death was work-related because Section 20 (B) (4) of the 2000 POEA-SEC provides that "those illnesses not listed in Section 32 of this Contract are disputably presumed as work-related." The presumption of work-relatedness provided under Section 20 (B) (4) of the 2000 POEA-SEC applies when a seafarer suffers a work-related injury or illness during the term of his contract. The presumption, therefore, finds no application at bench because, to reiterate, Albarracin's death occurred after his employment contract expired.

For death occurring after the termination of a seafarer's employment contract, such as in this case, compensation is feasible under Section 32 (A) of the POEA-SEC if certain requirements are met. As explained in *Sea Power Shipping Enterprises, Inc. v. Salazar*:<sup>19</sup>

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<sup>17</sup> *Lynvil Fishing Enterprises, Inc. v. Ariola*, 680 Phil. 696, 709 (2012).

<sup>18</sup> SECTION 20. COMPENSATION AND BENEFITS. —  
A. 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.* (Underscoring added)

<sup>19</sup> 716 Phil. 693, 705 (2013).

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Unlike Section 20 (A), Section 32-A of the POEA Contract considers the possibility of compensation for the death of the seafarer occurring **after** the termination of the employment contract on account of a **work-related illness**. But, for death under this provision to be compensable, the claimant must fulfill the following:

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.

In fulfilling these requisites, respondent must present no less than substantial evidence. Substantial evidence is more than a mere scintilla. It must reach the level of relevant evidence as a reasonable mind might accept as sufficient to support a conclusion. (Underscoring and emphasis added)

Applying the foregoing, to obtain compensation for the death of Albarracin even if such death occurred after the termination of the employment contract, it is incumbent on the petitioner to present substantial evidence that Albarracin's work caused or increased the risk of HCC. It must be the petitioner who should present substantial evidence because "the claimants of death benefits, and not the employers, carry the burden of proof."<sup>20</sup> As pointed out by the Court in *Maersk-Filipinas Crewing, Inc. v. Malicse*,<sup>21</sup> viz:

In its assailed Decision, the CA sustained the appreciation of the NLRC that petitioners failed to show that Efren died from a non-compensable illness. For the CA, petitioners were "less than convincing in their denial of liability to their deceased employee."

The CA believes that employers have the duty to prove that a seafarer died from a non-compensable illness. However, in numerous cases, this Court has explained that "whoever claims entitlement to the benefits provided by law should establish his rights to the benefits by substantial evidence. Hence, the claimants of death benefits, and not the employers, carry the burden of proof. We elucidated in *Quizora v. Denholm Crew Management (Philippines), Inc.* as follows:

<sup>20</sup> *Maersk-Filipinas Crewing, Inc. v. Malicse*, G.R. Nos. 200576 & 200626, November 20, 2017, citing *Nonay v. Bahia Shipping Services, Inc.*, 781 Phil. 197 (2016).

<sup>21</sup> *Id.*

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At any rate, granting that the provisions of the 2000 POEA-SEC apply, the disputable presumption provision in Section 20(B) **does not allow him to just sit down and wait for respondent company to present evidence to overcome the disputable presumption of work-relatedness of the illness.** Contrary to his position, he still has to substantiate his claim in order to be entitled to disability compensation. He has to prove that the illness he suffered was work-related and that it must have existed during the term of his employment contract. **He cannot simply argue that the burden of proof belongs to respondent company.** (Emphases supplied)

Therefore, in resolving the death claims of respondent, the CA proceeded from an incorrect legal framework, which this Court must rectify. After all, in a petition under Rule 45 of the Rules of Court, what we review are the legal errors that the CA may have committed in the assailed decision.

The correct approach in adjudging claims of seafarers for death and disability benefits is to determine whether the claimants have proven the requisites of compensability under Section 32-A of the POEA-SEC, viz.: (1) the seafarer's work must have involved the risks described therein; (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 factors necessary to contract it; and (4) there was no notorious negligence on the part of the seafarer. (Underscoring added)

At bench, the petitioner's bare allegations do not suffice to discharge the required quantum of proof of compensability. First, there is no documentation whatsoever that Albarracin suffered any illness while on board M/T Eastern Neptune. There is also no evidence, much less a categorical allegation by the petitioner, that Albarracin underwent a post-employment examination within three days from disembarkation. Given such lack of evidence, it is difficult to conclude that Albarracin contracted HCC during his employment or that his working conditions increased the risk of contracting said illness.

Second, the petitioner's theory is that Albarracin's work as Second Officer exposed the latter to harmful gases, fumes, and vapors from the chemicals and other substances present in the vessel that are harmful to the heart, lungs, liver, and kidneys.<sup>22</sup> On the other hand, it is the respondents' argument that Albarracin's job as Second Officer primarily entails responsibility on navigational matters and, secondarily, assisting the Chief

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<sup>22</sup> Supra note 2, at 265.

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Officer in voyage planning, medical matters, and in the supervision of the work of the deck crew and the cargo operations. In other words, his exposure to risks of contracting or aggravating liver cancer is veritably minimal. Given these two contrasting assertions, there is, therefore, no factual premise from which it could reasonably be concluded that Albarracin's work involved considerable exposure to the risks of contracting liver cancer. Needless to stress, *by failing to prove the nature of the work of the seafarer, logically, the claimants would not be able to prove the work-relatedness of his illness.*<sup>23</sup>

Third, the petitioner tries to convince us that Albarracin's HCC may have been caused by non-viral factors such as obesity, diabetes, non-alcoholic steatohepatitis, smoking, and food products containing Aflatoxin B1. Unfortunately, this Court is proscribed from making conclusions based on guesswork or presumption. Further, medical discussions that are merely lifted from medical sources without an expert witness to evaluate and explain how said statements contained in such medical sources actually relate to the facts surrounding the case are not sufficient to establish a nexus to support herein claim for death benefits.<sup>24</sup>

Given the foregoing, the petitioner's reliance in *Nemaria* is misplaced considering that therein petitioner presented substantial evidence that his wife suffered impaired nutrition and was exposed to hepatic carcinogens during her employment and worked under conditions which predisposed her thereto; hence, it was decreed that her liver cancer developed during her employment and while working under conditions which predisposed her thereto. In contrast and as previously explained herein, the petitioner failed to present substantial evidence that her husband's HCC developed by reason of or was aggravated by his work conditions.

All told, in the absence of substantial evidence for the grant of the death benefits prayed, this Court is left with no choice but to deny the petition and affirm the CA's ruling reinstating the dismissal by the Labor Arbiter of the petitioner's complaint for, truly, "whoever claims entitlement to the benefits provided by law should establish his rights to the benefits by substantial evidence."<sup>25</sup>

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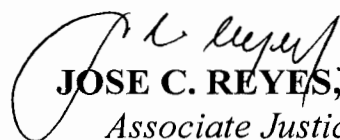
<sup>23</sup> *Maersk-Filipinas Crewing, Inc. v. Malicse*, supra note 20.

<sup>24</sup> *Aya-Ay, Sr. v. Arpaphil Shipping Corp.* 516 Phil. 641 (2006).


<sup>25</sup> Supra note 20.

**WHEREFORE**, the petition is **DENIED**. The July 16, 2013 Decision and the January 13, 2014 Resolution of the Court of Appeals in CA-G.R. SP No. 116706 are **AFFIRMED**.

**SO ORDERED.**

  
**JOSE C. REYES, JR.**  
*Associate Justice*

**WE CONCUR:**

  
**DIOSDADO M. PERALTA**  
*Associate Justice*  
*Chairperson*

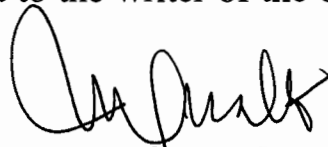
  
**MARVIC MARIO VICTOR F. LEONEN**  
*Associate Justice*

**(On Wellness Leave)**  
**ALEXANDER G. GISMUNDO**  
*Associate Justice*

**(On Wellness Leave)**  
**RAMON PAUL L. HERNANDO**  
*Associate Justice*

**A T T E S T A T I O N**


I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



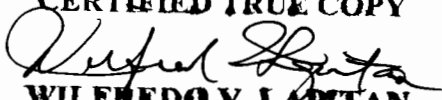
**DIOSDADO M. PERALTA**  
*Associate Justice*  
*Chairperson, Third Division*

**C E R T I F I C A T I O N**

Pursuant to Section 13, Article VIII of the Constitution and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



**ANTONIO T. CARPIO**  
*Senior Associate Justice*  
(Per Section 12, Republic Act  
No. 296, The Judiciary Act of  
1948, as amended)

**CERTIFIED TRUE COPY**  
  
**WILFREDO V. LAPID**  
**Division Clerk of Court**  
**Third Division**  
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