Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

ROQUE T. TABAOSARES, *Petitioner*, - versus - **BARKO INTERNATIONAL, INC., and/or AZALEA U.T. CORP., and/or CAPTAIN FERNANDO J. ALANO,** *Respondents*.	**G.R. No. 244724** Present: LEONEN, *S.A.J.*, Chairperson, LAZARO-JAVIER,* LOPEZ, M., LOPEZ, J., and KHO, JR., *JJ.* Promulgated: OCT 23 2023

x ---------- x

D E C I S I O N

KHO, JR., *J.*:

Before the Court is a Petition for Review on *Certiorari*[1] under Rule 45 of the Rules of Court assailing the Decision[2] dated July 11, 2018 and the Resolution[3] dated February 13, 2019 of the Court of Appeals (CA) in CA-G.R. SP No. 145841, which upheld the Decision[4] dated January 11, 2016 and the Resolution[5] dated April 28, 2016 of the Office of the Voluntary Arbitrator (OVA) of the National Conciliation and Mediation Board (NCMB) in AC-977-RCMB-NCR-MVA-142-03-10-2015. The OVA declared respondents Barko International, Inc., (Barko) and/or Azalea U.T. Corp. (Azalea), and/or Captain Fernando J. Alano (Capt. Alano; collectively, respondents) liable to pay petitioner Roque T. Tabaosares (petitioner) differential sickness allowance, as well as permanent partial disability benefits equivalent to Grade 11 computed at 14.93% of the maximum disability compensation, in accordance with Article 28 of the All Japan Seamen's Union / Associated Marine Officers' and Seamen's Union of the

---

* On official business.

1 *Rollo*, pp. 3–20.

2 *Id.* at 26–35. Penned by Associate Justice Sesinando E. Villon, with Associate Justices Edwin D. Sorongon and Maria Filomena D. Singh (now a Member of the Court) concurring.

3 *Id.* at 37–38.

4 *Id.* at 55–69. Penned by Chairman George A. Eduvala, with Member Roberto C. Gastardo concurring, and Member Gregorio C. Biares, Jr. dissenting.

5 *Id.* at 80–82. Member Gregorio C. Biares maintained his Dissenting Opinion.

Philippines (AMOSUP), and International Marine Transport Corp. Collective Bargaining Agreement (hereinafter, CBA), or USD 19,100.25.

The Facts

The instant case stemmed from a complaint for total and permanent disability benefits, sickness allowance, damages, and attorney's fees filed by petitioner against respondents before the OVA. Petitioner alleged that on November 6, 2013, Barko hired him as a No. 1 oiler for a nine-month contract onboard Azalea's vessel, M/V Meridian. On March 24, 2014, while on his way to the engine room, he slipped and fell off the stairs, hitting his left shoulder and thigh against a step at the foot of the stairs. After he got up, he worked the whole day, albeit, in pain. The following day, he reported to the Chief Engineer that he could not move his left arm, and was given analgesic, a band of *Salonpas* for his left shoulder, and advised to rest the whole day.[6]

On March 26, 2014, he was referred to Dr. Kenya Watanabe of the Nikko Memorial Hospital in Muroran, Hokkaido, Japan. He was diagnosed with "left humer fracture (greater tuberosity)," and a bast band was placed on his shoulder. He was medically repatriated on March 28, 2014, and referred to the Ygeia Medical Center on the following day. After evaluation by the orthopedic specialist, the company-designated physician, Dr. Ryan Carlo R. Talosig (Dr. Talosig), recommended the casting of his left shoulder for six to eight weeks, followed by 10 to 14 physical therapy (PT) sessions.[7]

On April 3, 2014, a cast was placed on petitioner's left shoulder, which was removed on May 8, 2014. Thereafter, he underwent 13 PT sessions between May 12, 2014 to June 9, 2014 at the Rehabilitation Pain Clinic of the Iloilo Doctor's Hospital. After re-examination by the orthopedic specialist on June 11, 2014, Dr. Talosig recommended a second set of 14 PT sessions for him.[8]

On July 8, 2014, Dr. Talosig gave an ***interim*** disability assessment of Grade 11, described as inability to raise arm more than halfway from horizontal to perpendicular. He likewise opined that further treatment would depend on re-evaluation after the second batch of petitioner's PT sessions. Meanwhile, petitioner was paid his sickness allowance from March 29, 2014 to May 31, 2014. On July 10, 2014, he was paid his sickness allowance for June 2014.[9]

On August 18, 2014, petitioner completed the second batch of PT sessions.[10] On August 26, 2014, he was re-evaluated by the orthopedic

---

6 *See id.* at 27.
7 *See id.*
8 *See id.* at 57–58.
9 *See id.* at 58–59.
10 *See id.* at 59.

specialist who still noted a limited range of movement of his left shoulder. Thus, Dr. Talosig recommended him for a third set of 10 to 14 PT sessions, with instructions to return for follow up check-up/re-evaluation after their completion, tentatively by the end of September or the first week of October 2014.[11] Petitioner reported that he completed his PT sessions, only on November 17, 2014.[12] The company-designated physician required him to report to the clinic the following day, November 18, 2014, which he, however, failed to heed despite the company shouldering his plane ticket, and refused to take its calls.[13]

Meanwhile, or on August 29, 2014, petitioner was paid his sickness allowance for July 2014 and August 1 to 5, 2014. On September 17, 2014 or during the course of his third set of PT sessions, he consulted with a personal physician, Dr. Alan Leonardo R. Raymundo (Dr. Raymundo), who diagnosed him with "shoulder impingement syndrome secondary to a displaced greater tuberosity fragment," and informed him that he is no longer fit to return to work.[14]

On November 28, 2014, Barko prepared a check for the payment of petitioner's sickness allowance for August 6 to 26, 2014, which he failed to claim. On December 12, 2014, Capt. Alano sent petitioner a letter: (*a*) reminding him of his failure to appear on the scheduled November 18, 2014 re-evaluation, and that failure to report on the dates set by the company-designated physician would result to forfeiture of his right to claim for benefits; and (*b*) requiring him to report to the office five days from notice thereof. On January 30, 2015, Capt. Alano sent petitioner another letter informing him that the company is cancelling all his illness benefits due to his failure to report for follow-up treatment and/or examination by the company-designated doctor despite verbal and written notice.[15]

On May 29, 2015, petitioner requested for a grievance conference before the AMOSUP, asking for full disability benefits, but no settlement was reached. The case was referred to the NCMB for mandatory conciliation which likewise failed; hence, the parties agreed to indorse the case to the OVA.[16]

The OVA Ruling

In a Decision[17] dated January 11, 2016, the OVA declared respondents liable to pay petitioner differential sickness allowance, as well as permanent partial disability benefits equivalent to Grade 11 computed at 14.93% of the maximum disability compensation, in accordance with Article

---

11 *See id.* at 66.
12 *See id.* at 67.
13 *See id.* at 61.
14 *See id.* at 60–61.
15 *See id.* at 61.
16 *See id.* at 10 and 28.
17 *Id.* at 55–69.

28 of the CBA, or USD 19,100.25.

The OVA found no basis to sustain petitioner's prayer for total and permanent disability benefits considering that the company-designated physician's inability to make an assessment whether his injury required further treatment was due to his failure to report back for check-up/ re-evaluation. Instead, it adjudged petitioner entitled to permanent partial disability benefits in light of respondents' submissions that they are willing to sustain their doctor's July 8, 2014 interim Grade 11 rating, and thus, directed them to pay the amount corresponding to such rating in accordance with the CBA. It likewise took respondents' gesture as negating the imputation of bad faith, and as such, saw no reason to award moral and exemplary damages, and attorney's fees.[18]

Dissatisfied, petitioner moved for reconsideration, which was denied in a Resolution[19] dated April 28, 2016. Hence, he elevated the matter before the CA.

The CA Ruling

In a Decision[20] dated July 11, 2018, the CA dismissed the petition for review and affirmed the OVA ruling. It found petitioner guilty of medical abandonment when he failed to report for re-evaluation or complete his medical treatment before the lapse of the 240-day extended period for treatment. Consequently, it sustained the denial of petitioner's claim for permanent and disability benefits, absent any disability assessment by the company-designated physician and for petitioner's failure to observe the procedure under the POEA-SEC. It held that he remained to be under temporary total disability, and entitled only to its corresponding benefits as he was still under the treatment of the company-designated physician even after the lapse of the 120-day period but within the allowable 240-day extended period.[21]

Unperturbed, petitioner moved for reconsideration but the same was denied in a Resolution[22] dated February 13, 2019; hence, the instant petition.

The Issue Before the Court

The core issue for the Court's resolution is whether the CA committed reversible error in finding that petitioner is not entitled to total and permanent disability benefits.

---

18 *See id.* at 67–69.
19 *Id.* at 80–82.
20 *Id.* at 26–35.
21 *See id.* at 32.
22 *Id.* at 37–38.

The Court's Ruling

A seafarer's entitlement to disability benefits is governed by law, by the parties' contracts, and by the medical findings. By law, the relevant statutory provisions are Articles 197 to 199 (formerly Articles 191 to 193)[23] of the Labor Code, as amended, in relation to Section 2(a), Rule X[24] of the Amended Rules on Employee Compensation. On the other hand, the material contracts are the Philippine Overseas Employment Administration – Standard Employment Contract (POEA-SEC), which is deemed incorporated in every seafarer's employment contract and considered to be the minimum requirements acceptable to the government, the parties' CBA, if any, and the employment agreement between the seafarer and the employer.[25]

---

[23] Which pertinently provide:

> ART. 197. [191] **Temporary Total Disability**. — (a) Under such regulations as the Commission may approve, any employee under this Title who sustains an injury or contracts sickness resulting in temporary total disability shall, for each day of such a disability or fraction thereof, be paid by the System an income benefit equivalent to ninety percent of his average daily salary credit, subject to the following conditions: **the daily income benefit shall not be** less than Ten Pesos nor more than Ninety Pesos, nor **paid for a continuous period longer than one hundred twenty days**, except as otherwise provided for in the Rules, and the System shall be notified of the injury or sickness.
>
> . . . .
>
> ART. 198. [192] **Permanent Total Disability**. — (a) Under such regulations as the Commission may approve, any employee under this Title who contracts sickness or sustains an injury resulting in his permanent total disability shall, for each month until his death, be paid by the System during such a disability, an amount equivalent to the monthly income benefit, plus ten percent thereof for each dependent child, but not exceeding five, beginning with the youngest and without substitution: *Provided*, That the monthly income benefit shall be the new amount of the monthly benefit for all covered pensioners, effective upon approval of this Decree.
>
> . . . .
>
> (c) the following disabilities shall be deemed **total and permanent**:
>
> (1) Temporary total disability lasting continuously for ***more than one hundred twenty days***, except as otherwise provided for in the Rules.
>
> . . . .
>
> ART. 199. [193] **Permanent Partial Disability**. — (a) Under such regulations as the Commission may approve, any employee under this Title who contracts sickness or sustains an injury resulting in permanent partial disability shall, for each month not exceeding the period designated herein, be paid by the System during such a disability an income benefit for permanent total disability.
>
> . . . . (Emphasis supplied)

[24] Which provides:

> Rule X
> Temporary Total Disability
>
> . . . .
>
> Section 2. *Period of entitlement.* — (a) The income benefit shall be paid beginning on the first day of such disability. If caused by an injury or sickness it shall not be paid longer than 120 consecutive days except where such injury or sickness ***still requires medical attendance beyond 120 days but not to exceed 240 days from onset of disability*** in which case benefit for temporary total disability shall be paid. However, the System may declare the total and permanent status at any time after 120 days of continuous temporary total disability as may be warranted by the degree of actual loss or impairment of physical or mental functions as determined by the System.
>
> . . . . (Emphasis supplied)

[25] *Reyes v. Jebsens Maritime, Inc.*, G.R. No. 230502, February 15, 2022 [Per C.J. Gesmundo, First Division], *citing Gamboa v. Maunlad Trans, Inc.*, 839 Phil. 153, 166–168 (2018) [Per J. Perlas-Bernabe, Second Division].

In *Elburg Shipmanagement Phils., Inc. v. Quiogue, Jr.*,[26] the Court, through Justice Jose C. Mendoza, summarized the rules governing a seafarer's claim for total and permanent disability benefits, *viz.*:

> 1. The company-designated physician must issue a final medical assessment on the seafarer's disability grading within a period of 120 days from the time the seafarer reported to him;
>
> 2. If the company-designated physician fails to give his assessment within the period of 120 days, without any justifiable reason, then the seafarer's disability becomes permanent and total;
>
> 3. **If the company-designated physician fails to give his assessment within the period of 120 days with a sufficient justification (*e.g.* seafarer required further medical treatment or seafarer was uncooperative), then the period of diagnosis and treatment shall be extended to 240 days.** The employer has the burden to prove that the company-designated physician has sufficient justification to extend the period; and
>
> 4. If the company-designated physician still fails to give his assessment within the extended period of 240 days, then the seafarer's disability becomes permanent and total, regardless of any justification.[27]

Thus, a seafarer's inability to work and the company-designated physician's failure to determine the seafarer's fitness or unfitness to work despite the lapse of 120 days will not automatically bring about a shift in the seafarer's state from total and temporary *to* total and permanent, considering that the condition of total and temporary disability may be extended up to a maximum of 240 days should the circumstances justify the same.[28] In this regard, "**the Court has [consistently] considered as sufficient justification the fact that the seafarer was still undergoing treatment and evaluation by the company-designated physician . . . .**"[29]

In this case, the Court finds that the extension of the initial 120-day period to issue an assessment was justified, considering that during the interim, petitioner's condition necessitated therapy and rehabilitation.

To recapitulate, petitioner was repatriated on March 28, 2014, and was first seen by the company-designated doctor, Dr. Talosig, on March 29, 2014. After the end of his first set of PT sessions on June 9, 2014, he was recommended for a second batch of PT sessions on June 11, 2014, or on the *74th* day from the time he reported to Dr. Talosig. On July 8, 2014 or on the *101st* day, Dr. Talosig gave an interim disability assessment of Grade 11. He

---

26 765 Phil. 341 (2015) [Second Division].

27 *Id.* at 363.

28 *Rodriguez v. Philippine Transmarine Carriers, Inc.*, G.R. No. 218311, October 11, 2021 [Per J. Hernando, Second Division], citing *Kestrel Shipping Co., Inc. v. Munar*, 702 Phil. 717, 738 (2013) [Per J. Reyes, First Division].

29 *Id.*, *citing Tradephil Shipping Agencies, Inc. v. Dela Cruz*, 806 Phil. 338, 353–354 (2017) [Per J. Medoza, Second Division].

likewise opined that further treatment will depend on re-evaluation after the second batch of petitioner's PT sessions, which was completed on August 18, 2014, or on the *142nd* day.

On August 26, 2014 or on the *150th* day, petitioner was re-evaluated by the orthopedic specialist who still noted a limited range of movement of his left shoulder. Thus, Dr. Talosig recommended a third set of PT sessions, and a follow-up check-up once completed. Petitioner finished his PT sessions on November 17, 2014, or on the *233rd* day. He was advised to return for re-evaluation on November 18, 2014, ***which he, however, failed to heed, despite the company shouldering his plane ticket, and refused to take its calls***. Thus, the Court finds petitioner guilty of ***medical abandonment***.

A seafarer commits medical abandonment when he fails to complete his treatment before the lapse of the 240-day period, which prevents the company physician from declaring him fit to work or assessing his disability. Medical abandonment by a seafarer carries with it serious consequences.[30] Under Section 20(D) of the POEA-SEC "[n]o compensation and benefits shall be payable in respect of any injury, incapacity, disability or death of the seafarer resulting from his willful or criminal act or **intentional breach of his duties**, provided however, that the employer can prove that such injury, incapacity, disability or death is directly attributable to the seafarer." Verily, ***it is but the seafarer's duty to comply with the medical treatment as provided by the company-designated physician; otherwise, a sick or injured seafarer who abandons his or her treatment stands to forfeit his or her right to claim disability benefits***.[31]

It is well to emphasize that a seafarer is duty-bound to regularly report to the company-designated physician during the course of his medical treatment,[32] and to complete his treatment until declared fit to work or assessed with a permanent disability rating by the company-designated physician.[33] As such, re-evaluation forms a significant part of a seafarer's medical treatment because this shall determine his actual medical condition, and assess whether or not he or she needs further treatment, he/she has reached maximum medical treatment warranting a disability rating, or he/she has been cured entailing a fit to work declaration. Here, it was clear that the 240-day period wherein the employer is to give an assessment has not yet expired when petitioner failed to comply with the directive of respondents to report for re-evaluation on November 18, 2014, and thus, petitioner was remiss in his duty to complete his medical treatment by submitting himself to the required follow-up check-up and re-evaluation. Consequently, respondents may not be faulted for their failure to give a final and definite disability rating.

---

30 *Crown Shipping Services v. Cervas*, G.R. No. 214290, July 6, 2021 [Per J. Gaerlan, First Division].

31 *Id.*

32 *Manila Shipmanagement & Manning, Inc. v. Aninang*, 824 Phil. 916, 926 (2018) [Per J. Reyes, Jr., Second Division].

33 *Lerona v. Sea Power Shipping Enterprises, Inc.*, 859 Phil. 332, 346 (2019) [Per J. Jardeleza, First Division].

While petitioner claimed that financial incapacity to shoulder the expenses of staying in Manila prevented him from returning to the company-designated physician for re-evaluation, he failed to prove such claim. In *Antolino v. Hanseatic Shipping Phils., Inc.*,[34] the Court, through Justice Andres B. Reyes, Jr., held that while financial incapacity to travel to and from the place of treatment may serve as an acceptable justification for failure to attend a check-up, like all allegations, the same must be supported by clear and convincing evidence.[35] This is especially true in situations where the manning agency has consistently provided the seafarer with sickness allowance during the treatment period,[36] as in this case where petitioner was paid sickness allowance from March 29, 2014 to August 5, 2014,[37] with only the allowance corresponding to August 6 to 26, 2014 remaining unclaimed prior to the grievance meeting before the AMOSUP for petitioner's failure to report to the company-designated physician after the August 26, 2014 re-evaluation. Further, the second paragraph of Section 20(A)(3) of the POEA-SEC provides:

> Section 20. COMPENSATION AND BENEFITS
>
> A. COMPENSATION AND BENEFITS FOR INJURY OR ILLNESS
>
> . . . .
>
> 3. . . .
>
> . . . .
>
> The seafarer shall be entitled to reimbursement of the cost of medicines prescribed by the company-designated physician. In case treatment of the seafarer is on an out-patient basis as determined by the company-designated physician, the company shall approve the appropriate mode of transportation and accommodation. **The reasonable cost of actual traveling expenses and/or accommodation shall be paid subject to the liquidation and submission of official receipts and/or proof of expenses.**
>
> . . . . (Emphasis supplied)

Significantly, in the case at bar, it was not shown that petitioner had requested for the approval for payment nor reimbursement of his travel and accommodation expenses, and that said request had been denied by respondents.

While jurisprudence recognizes that the absence of a final and

---

34 871 Phil. 896 (2020) [Per J. A. Reyes, Jr., Second Division].
35 *Id.*
36 *Crown Shipping Services v. Cervas*, G.R. No. 214290, July 6, 2021.
37 See *rollo*, pp. 59–60.

definitive disability rating does not prevent the seafarer from claiming total and permanent disability benefits, this must still be reconciled with the periods provided by the POEA-SEC. Thus, the declaration of permanent and total disability must still observe the 120/240-day period provided by the rules.[38] In the instant case, however, there was no clear finding that petitioner was permanently and totally disabled because he failed to complete his medical treatment when he ignored respondents' directive to report for re-evaluation on November 18, 2014, prior to the expiration of the 240-day extended period for treatment and assessment. His claim that his injury was total and permanent merely on the basis of his incomplete medical treatment will not suffice. It was his decision not to return for re-evaluation, which rendered it impossible to determine the degree of the disability he suffered or whether he could have fully recovered as such facts can no longer be established at this juncture. Thus, he is entitled to sickness benefit and medical allowance which herein respondents had already provided in the span of his treatment, including the differential sickness allowance that was offered during the grievance meeting.[39]

It must be emphasized that temporary total disability only becomes permanent when so declared by the company-designated physician within the periods he/she is allowed to do so, or upon the expiration of the maximum 240-day medical treatment period without a declaration of either fitness to work or the existence of a permanent disability.[40] To reiterate, after completing his third set of PT sessions, petitioner was advised to report to the company-designated physician in Manila on November 18, 2014, or 233 days from the time he was first seen. However, as discussed above, he did not attend the scheduled check-up, and, precisely for this reason, the company-designated physician was unable to issue a complete and definite medical assessment.

Indeed, while a seafarer has the right to seek the opinion of other doctors under Section 20(A)(3) of the POEA-SEC, such right may be availed of on the presumption that the company-designated physician had already issued a definite declaration on the condition of the seafarer, and the seafarer finds it disagreeable. Without the company-designated doctor's certification, petitioner cannot rely on the assessment made by his personal physician.[41] Verily, petitioner's failure to observe the procedure under the POEA-SEC provided sufficient ground for the denial of his claim for permanent total disability benefits. At most, he is only entitled to disability benefits[42] equivalent to Grade 11 under the POEA-SEC, as reflected in Dr. Talosig's July 8, 2014 medical report,[43] which respondents were willing to pay, as well as any differential sickness allowance remaining unpaid.

---

38 *Crown Shipping Services v. Cervas*, G.R. No. 214290, July 6, 2021.

39 *See rollo*, p. 34.

40 *Rodriguez v. Philippine Transmarine Carriers, Inc.*, G.R. No. 218311, October 11, 2021.

41 *Guadalquiver v. Sea Power Shipping Enterprise, Inc.*, 858 Phil. 708, 720 (2019) [Per J. Inting, Third Division].

42 *See Philippine Transmarine Carriers, Inc. v. Tena-e*, G.R. No. 234365, July 6, 2022 [Per J. Hernando, First Division].

43 *See rollo*, pp. 58–59.

The POEA-SEC, being a labor contract, is imbued with public interest. Accordingly, its provisions must be construed fairly, reasonably, and liberally in favor of the seafarer in the pursuit of his or her employment on board ocean-going vessels.[44] This does not mean, however, that every dispute regarding the POEA-SEC shall be decided in favor of the seafarer. Management also has its rights which are entitled to respect and enforcement in the interest of simple fair play. Thus, while the Court has, more often than not, inclined toward the worker and upheld his cause in his conflicts with the employer out of its concern for the less privileged in life, such favoritism, has not blinded the Court to the rule that justice is in every case for the deserving, to be dispensed in the light of the established facts and the applicable law and doctrine.[45] Social justice, which serves as the foundation for the Court's preference towards labor, "authorizes neither oppression nor self-destruction of the employer;" hence, management must be sustained too when it is in the right.[46] And when it is the employee who is at fault, the Court shall not hesitate to rule against labor and in favor of capital. After all, "[j]ustice is in every case for the deserving, to be dispensed in the light of the established facts and the applicable law and doctrine."[47]

Furthermore, petitioner's claim for damages and attorney's fees must be denied. Since he failed to appear during his scheduled re-evaluation, which was within the 240-day period, respondents are not guilty of any act or omission constituting bad faith. To conclude, "it must be stressed that while the Court adheres to the principle of liberality in favor of the seafarer, it cannot allow claims for compensation based on whims and caprices. When the evidence presented negates compensability, the claim must fail, lest it causes injustice to the employer."[48]

Finally, and in accordance with prevailing jurisprudence, the monetary awards due to petitioner should earn 6% legal interest from finality of this ruling until full payment.[49]

ACCORDINGLY, the instant petition is **DENIED.** The Decision dated July 11, 2018 and the Resolution dated February 13, 2019 of the Court of Appeals in CA-G.R. SP No. 145841 are hereby **AFFIRMED with MODIFICATION** in that the monetary awards due to petitioner Roque T. Tabaosares shall earn legal interest at the rate of 6% per annum from finality of this Decision until full payment.

---

44 *Javier v. Philippine Transmarine Carriers, Inc.*, 738 Phil. 374, 388–389 (2014) [Per J. Brion, Second Division].

45 *Reyes v. Glaucoma Research Foundation, Inc.*, 760 Phil. 779, 794 (2015) [Per J. Peralta, Third Division].

46 *Antolino v. Hanseatic Shipping Phils., Inc.*, 871 Phil. 896 (2020); citation omitted.

47 *Id.*; citation omitted.

48 *See Philippine Transmarine Carriers, Inc. v. Tena-e*, G.R. No. 234365, July 6, 2022.

49 See *Lara's Gifts v. Midtown*, G.R. No. 225433, September 20, 2022 [Per SAJ Leonen, *En Banc*].

SO ORDERED.

ANTONIO T. KHO, JR.
Associate Justice

WE CONCUR:

MARVIC M.V.F. LEONEN
Senior Associate Justice
Chairperson

On Official Business
AMY C. LAZARO-JAVIER
Associate Justice

MARIO V. LOPEZ
Associate Justice

JHOSEP Y. LOPEZ
Associate Justice

ATTESTATION

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.

MARVIC M.V.F. LEONEN
Senior Associate Justice
Chairperson, Second Division

CERTIFICATION

Pursuant to Article VIII, Section 13 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.

ALEXANDER G. GESMUNDO
Chief Justice