SPOUSES VIRGILIO R. HOY AND NORMA V. HOY, PETITIONERS, VS. THE HONORABLE NATIONAL LABOR RELATIONS COMMISSION (NLRC), EIGHTH (8TH) DIVISION, CAGAYAN DE ORO CITY; MINVETS SECURITY...

Ponente: BORJA, J.

Read online (full-text search, related cases, audio case brief): https://batas.org/library/c1cbd9373214/

BORJA, J.:

Challenged in this Petition for Certiorari[1] under Rule 65 of the Rules of Court is the Resolution dated September 30, 2010 of the National Labor Relations Commission (NLRC) – Eighth Division, Cagayan de Oro City, in NLRC CASE NO. MAC 07-011559-2010 (RAB 10-12-00855-2007).[2]

The Facts

This petition arises from a Complaint for "Non-payment of wages"[3] filed by Cesar Guerrero, Sr., Rey Decipulo, Elmar Aguilar, Edwin M. Imperial, Romy June B. Sunico, Jolly O. Villarin, Reynante Guerrero, Jeusmin B. Halili, Lucio Batomalaque, Rolando B. Gallos, Jun Jay B. Gallos, Wilfredo Gallos, Ruel Abellanosa and Oliver N. Canoy (complainants hereinafter) against MINVETS Security Agency, Jaime Epanto, Sr., Spouses Epifanio and Valentina Calos, and their children namely: Bernardo, Ernesto, Teosita, Perfecta, Manuel, Epifanio and Delfin, all surnamed Calos; Virgilio Hoy, and Wilt Naliponguit.[4] The case was docketed as NLRC CASE NO. RAB-10-12-00855-2007.[5]

In their Position Paper before the Labor Arbiter, the complainants alleged that they were hired by MINVETS, Incorporated (a corporation engaged in providing security guard services[6]) to serve as security guards of "the area owned by Spouses Epifanio and Valentina Calos located at Hagkol, Valencia City, Bukidnon." The complainants allegedly agreed to report for work from October 13, 2006 to November 6, 2006 for "a salary of Php 30.00 per hour or about Php 10,800 per month on a 12-hour[-]per[-]day basis." MINVETS allegedly failed to pay their salary and so, on November 6, 2006, they stopped reporting for work. They prayed that they be paid their salary from October 13, 2006 to November 6, 2006 plus legal interest.[7]

MINVETS and Epanto, in turn, stated in their Position Paper that Wilt Naliponguit, "for himself and in behalf of Respondent Calos and Hoy", engaged the services of MINVETS to provide security guards for "their land occupied by a certain Vicente Polinar et. al. along Sayre Highway, Valencia City, Bukidnon". The security guards were to report at the area – allegedly co-owned by Naliponguit, Calos and Hoy – from October 13, 2006 to November 6, 2006. "To comply with the request", MINVETS "hired the [c]omplainants at the rate of P30.00 per hour and assigned them at the same land occupied by a certain Vicente Polinar et. al. to perform the contracted services." Allegedly, MINVETS "billed Respondent Naliponguit the amount of P286,200.00 for services rendered from October 13, 2006 to October 31, 2006 and P151,200.00 from November 1 to November 6, 2006" but "Naliponguit, Calos and Hoy x x x failed to pay x x x forcing [MINVETS] x x x to send a demand letter x x x for the payment of x x x the total amount of P651,000.00." Since Naliponguit, Calos and Hoy did not pay the amount demanded, MINVETS "likewise failed to pay the wages of the Complainants." MINVETS prayed that

the complaint against it and Epanto be dismissed; and that Naliponguit, Calos, and Hoy be ordered to pay solidarily the following: 1) complainants' unpaid wages; 2) P260,400.00 due to MINVETS under their contract; 3) MINVETS's "cross-claim in the event that the latter is ordered to pay the unpaid wages of the Complainants;" and 4) damages and attorney's fees due MINVETS.[8]

On July 15, 2008, Labor Arbiter Leon P. Murillo rendered a Decision ordering MINVETS, spouses Epifanio and Valentina Calos, Virgilio Hoy, and Wilt Naliponguit "to jointly and severally pay" the unpaid wages of all the complainants at P9,000.00 each. The Labor Arbiter also dismissed the complaint against Jaime Epanto upon finding that "he was not the employer of complainants but Minvets Security Agency, Inc." While the Labor Arbiter dismissed the complaint "against the remaining respondents" for lack of jurisdiction over their person, it granted MINVETS's cross-claim against Naliponguit, Hoy and the spouses Calos.[9] The Labor Arbiter found that "the parties have entered into a contracting arrangement with Respondents Naliponguit, Calos and Hoy as principal, Respondent Minvets as the contractor and the Complainants as contractual employees." The Labor Arbiter also found that the complainants' wages were unpaid by MINVETS because Naliponguit, Calos and Hoy failed to pay their obligation to MINVETS under the contract. "Such being the case, Respondents Naliponguit, Calos and Hoy, being the principals, are jointly and severally liable to pay the unpaid wages of the Complainants as provided under Section 13, Rule VIII-A, Book III of the Rules Implementing the Labor Code x x x." On MINVETS's cross claims against Naliponguit, Calos and Hoy, the Labor Arbiter found the same proper if MINVETS "has duly paid complainants their wages" based on the "law of equity."[10]

Wilt Naliponguit, on one hand, and Hoy and the spouses Calos, on the other hand, filed separate appeals. The NLRC, in its Resolution dated September 30, 2010, dismissed the appeals and affirmed the Decision of the Labor Arbiter upon finding that the Caloses, Hoy and Naliponguit "did not file their position paper despite due notice and receipt of the Order dated March 26, 2008."[11] The NLRC ruled:

> [I]ndisputably, in this forum, the filing of a verified position paper in the proceedings before a Labor Arbiter is not only mandatory but jurisdictional. The failure to file a position paper in the proceedings below is deemed and construed as a waiver on the part of a party to present evidence or controvert the allegations of a party who submits a position paper.
>
> Belatedly on appeal, respondents Wilt Naliponguit, [the Caloses] x x x, and Virgilio Hoy filed their position papers without any statement of a good reason for us to entertain their appeal. Indeed, the filing of a position paper for the first time on appeal is not only abhorred in this jurisdiction but comes too late in a day.
>
> Precisely, the above-named respondents who failed to file their position papers in the Arbitration Branch a quo relinquished x x x their right to question or assign reversible error or grave abuse of discretion on the part of the Arbiter a quo. Thus, the Arbiter a quo is correct in ruling that "the said other respondents, on the other hand, have not filed their position paper despite having been duly furnished a copy of Minvets' position paper by registered mail, thus tacitly admitting their failure to pay Minvets."(Deci[si]on; Record, p. 70).
>
> No one is to be blamed except the respondents, who, by their negligent omission, failed to file their position paper in the proceedings below. Respondents are reminded to follow the rules of this commission and not to play with them.
>
> In the end, the Arbiter a quo did not commit serious error nor grave abuse of discretion in the now assailed decision. Thus, We see no speck of modification, much less, a reversal of the same.
>
> x x x[12]

In his Motion for Reconsideration of the NLRC's September 30, 2010 Resolution, Virgilio Hoy asserted that he and the Caloses filed their position paper with the Labor Arbiter and that they did not receive a copy of the Labor

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

Arbiter's Decision subject of the appeal.[13] Hoy stated, inter alia:

> 4. The truth is that there were three separate but similar cases filed by the same group of persons (security guards) involving the same incident against herein the same respondents before the RAB. Respondents filed their Consolidated Position Paper with the RAB, won the two cases assigned with then labor Arbiter (now Commissioner) Bario-Rod M. Talon, but surprisingly lost to the other case (the instant case) assigned with Honorable Labor Arbiter Leon P. Murillo.
>
> 5. It thus baffles the mind how one office (RAB) decided on three consolidated cases with common parties, common facts, common incident, common subject matter, common cause of action, and common evidence, differently from each other – in favor of the two cases and against the other one!

x x x[14]

In a Resolution dated November 30, 2010, the NLRC denied Hoy's Motion for Reconsideration.[15]

In this recourse, the Spouses Virgilio R. Hoy and Norma V. Hoy imputes grave abuse of discretion amounting [to] lack or [in] excess of jurisdiction on the part of the NLRC as follows –

> I
>
> IN HOLDING THAT PETITIONER HOY FAILED TO FILE POSITION PAPER WHEN IT IS CLEAR THAT HE HAS ON RECORD FILED A CONSOLIDATED POSITION PAPER
>
> **II**
>
> IN FINDING PETITIONER HOY LIABLE FOR UNPAID WAGES WHEN IT IS CLEAR FROM THE ALLEGATIONS OF THE COMPLAINANTS THAT THERE EXISTS NO EMPLOYER-EMPLOYEE RELATIONSHIP BETWEEN PETITIONER AND PRIVATE RESPONDENTS GUERRERO, ET. AL.
>
> III
>
> IN HOLDING PETITIONER HOY SOLIDARILY LIABLE WITH RESPONDENT MINVETS AND NALIPONGUIT WHEN THERE IS UTTER LACK OF PROOF OF CONTRACTUAL RELATIONSHIP BETWEEN HOY AND NALIPONGUIT.[16]

The Hoys allege:

1)

There were three cases separately filed by three groups of security guards against MINVETS, Naliponguit, the Spouses Hoy and the Caloses. The Hoys and the Caloses filed before the Labor Arbiter a consolidated position paper for these cases, namely: Castillanes case, Domingo case, and Guerrero case (this case). The Labor Arbiter favorably considered the arguments in the consolidated position paper in dismissing the Castillanes and Domingo Cases while "a copy was not indorsed to the records of the GUERRERO CASE by inadvertence."[17]

2)

Even in the absence of the Hoys' position paper, the Complaint should have been dismissed because the "complainants and cross-claimant [failed] to state a cause of action. x x x MINVETS miserably failed to substantiate its claim that NALIPONGUIT acted for and in behalf of HOY and CALOS so as to hold HOY and CALOS solidarily liable with NALIPONGUIT and MINVETS. x x x Even the evidence submitted by MINVETS in its Position Paper shows unmistakably that it was only respondent NALIPONGUIT who requested for security

service with MINVETS."[18]

Did the NLRC commit grave abuse of discretion amounting to lack or in excess of jurisdiction in dismissing the Hoys' appeal for their alleged failure to file position paper before the Labor Arbiter?

The Ruling

The petition has merit.

The Hoys insist that they filed a consolidated position paper for the Castillanes, Domingo, and Guerrero cases but "a copy was not indorsed to the records of the GUERRERO CASE by inadvertence."[19] The records, however, do not show that the three cases were indeed consolidated by the Labor Arbiter. While the Castillanes and Domingo cases were consolidated as evidenced by a Decision rendered by the Labor Arbiter on November 25, 2008,[20] the Guerrero case was singly treated and disposed per July 15, 2008 Decision of the Labor Arbiter.[21] These mean that the Hoys were not in a position to assume that the pleading they filed in one or two case/s would automatically be included in the records of another case. To stress, the three cases have different docket numbers and complainants. The Hoys, thus, should have filed a position paper (consolidated or not) specifically for NLRC Case No. RAB 10-12-00855-2007 (A) or the Guerrero case.

Nevertheless, the NLRC should not have dismissed the appeal solely for the Hoys' failure to file position paper before the Labor Arbiter.

The Labor Code provides:

> ART. 221. Technical rules not binding and prior resort to amicable settlement. — In any proceeding before the Commission or any of the Labor Arbiters, the rules of evidence prevailing in courts of law or equity shall not be controlling and it is the spirit and intention of this Code that the Commission and its members and the Labor Arbiters shall 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

"[I]t has been settled that no undue sympathy is to be accorded to any claim of a procedural misstep in labor cases. Such cases must be decided according to justice and equity and the substantial merits of the controversy. Thus, in Bristol Laboratories Employee's Association v. NLRC,[22] the [Supreme] Court held that the NLRC did not commit grave abuse of its discretion in considering additional documentary evidence submitted by the employer on appeal to prove breach of trust and loss of confidence as bases for the dismissal of the petitioner in that case."[23]

Also, in Sasan, Sr. v. NLRC,[24] the Supreme Court held that "the submission of additional evidence on appeal before the NLRC is not prohibited by its New Rules of Procedure; after all, rules of evidence prevailing in courts of law or equity are not controlling in labor cases."[25]

Here, the assailed Decision of the NLRC is explicit that Naliponguit, the Caloses and the Hoys filed their position papers before it, albeit belatedly.[26] It was, therefore, grave abuse of discretion on the part of the NLRC in dismissing the appeal by the mere failure to file position paper with the Labor Arbiter and ruling that "the filing of a position paper for the first time on appeal is not only abhorred in this jurisdiction but comes too late in [the] day."[27]

Grave abuse of discretion is "such capricious and whimsical exercise of judgment as is equivalent to lack of jurisdiction. The abuse of discretion must be grave as where the power is exercised in an arbitrary or despotic manner by reason of personal hostility and must be so patent and gross as to amount to an evasion of positive duty or to a virtual refusal to perform the duty enjoined by or to act at all in contemplation of law.[28] Since the

parties' position papers and attachments are on record, the NLRC should have decided the case "according to justice and equity and the substantial merits of the controversy."[29]

With that settled, the Court will resolve the dispute based on the records before it. While a remand of the case to the NLRC is in order in view of the denial of this petition, "the Court may dispense with the time[-] consuming procedure in order to prevent further delays in the disposition of the case." Such remand "is not conducive to the speedy administration of justice" and is unnecessary "when there is enough basis on which the Court may render a proper evaluation of the merits of petitioners' case." In brief, a remand of the case to the NLRC "would serve no purpose save to further delay its disposition contrary to the spirit of fair play." The records, pleadings and evidence on record will support an adjudication by this Court.[30]

Are the Hoys solidarily liable with Naliponguit and MINVETS for the complainants' unpaid wages?

Articles 106, 107 and 109 of the Labor Code provide:

> Art. 106. Contractor or subcontractor. — Whenever an employer enters into a contract with another person for the performance of the former's work, the employees of the contractor and of the latter's subcontractor, if any, shall be paid in accordance with the provisions of this Code.
>
> In the event that the contractor or subcontractor fails to pay the wages of his employees in accordance with this Code, the employer shall be jointly and severally liable with his contractor or subcontractor to such employees to the extent of the work performed under the contract, in the same manner and extent that he is liable to employees directly employed by him.
>
> x x x
>
> Article 107. Indirect employer. — The provisions of the immediately preceding Article shall likewise apply to any person, partnership, association or corporation which, not being an employer, contracts with an independent contractor for the performance of any work, task, job or project.
>
> Article 109. Solidary liability. — The provisions of existing laws to the contrary notwithstanding, every employer or indirect employer shall be held responsible with his contractor or subcontractor for any violation of any provision of this Code. For purposes of determining the extent of their civil liability under this Chapter, they shall be considered as direct employers.

"This joint and several liability of the contractor and the principal is mandated by the Labor Code to assure compliance of the provisions therein including the statutory minimum wage [Article 99, Labor Code]. The contractor is made liable by virtue of his status as direct employer. The principal, on the other hand, is made the indirect employer of the contractor's employees for purposes of paying the employees their wages should the contractor be unable to pay them. This joint and several liability facilitates, if not guarantees, payment of the workers' performance of any work, task, job or project, thus giving the workers ample protection as mandated by the 1987 Constitution [See Article II Sec. 18 and Article XIII Sec. 3]."[31]

MINVETS admitted that it hired the complainant security guards and it failed to pay their wages from October 13, 2006 to November 6, 2006.[32] MINVETS, however, alleged that "Naliponguit, for himself and in behalf of Respondents Calos and Hoy", contracted it for security guard services, for which reason, MINVETS hired the complainants. MINVETS added that its failure to pay the complainants' wages was due, in turn, to the failure of Naliponguit, Calos and Hoy "to pay their account" with MINVETS.[33] MINVETS, thus, seeks refuge in an alleged agency relationship between Naliponguit and the Hoys.

"By the contract of agency, a person binds himself to render some service or to do something in representation on behalf of another, with the consent or authority of the latter. Consent of both principal and agent is necessary to

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

create an agency. The principal must intend that the agent shall act for him; the agent must intend to accept the authority and act on it, and the intention of the parties must find expression either in words or conduct between them."[34]

The Court finds no proof that the Hoys authorized Naliponguit to engage, on their behalf, MINVETS for security guard services. The engagement letter, billing statements and demand letter attached to MINVETS's Position Paper were between MINVETS and Naliponguit only. None of which, especially MINVETS's demand letter to Naliponguit, mentioned the Hoys, the latter's liability to MINVETS, or the alleged agency relationship between Naliponguit and the Hoys.[35] Indeed, the records bear an Affidavit of one Emilio Virador stating that, as DARAB Bukidnon Provincial Sheriff, he had "full knowledge that WILT NALIPONGUIT was [the Hoys' and the Caloses'] authorized representative to hire security guards to assist [him] before, during and after the demolition" in the area.[36] Virador, however, issued a Clarificatory Affidavit stating that the foregoing sworn statement was "not based on personal knowledge or x x x upon documents xxx [but] only on what Wilt Naliponguit and Minvets Security Agency told [him]."[37]

In Manila Memorial Park Cemetery, Inc. v. Linsangan,[38] the Supreme Court pronounced:

> It is a settled rule that persons dealing with an agent are bound at their peril, if they would hold the principal liable, to ascertain not only the fact of agency but also the nature and extent of authority, and in case either is controverted, the burden of proof is upon them to establish it. The basis for agency is representation and a person dealing with an agent is put upon inquiry and must discover upon his peril the authority of the agent. If he does not make such an inquiry, he is chargeable with knowledge of the agent's authority and his ignorance of that authority will not be any excuse.
>
> As noted by one author, the ignorance of a person dealing with an agent as to the scope of the latter's authority is no excuse to such person and the fault cannot be thrown upon the principal. A person dealing with an agent assumes the risk of lack of authority in the agent. He cannot charge the principal by relying upon the agent's assumption of authority that proves to be unfounded. The principal, on the other hand, may act on the presumption that third persons dealing with his agent will not be negligent in failing to ascertain the extent of his authority as well as the existence of his agency. [Emphases added]

MINVETS, thus, has the burden of proving the fact of agency between the Hoys and Naliponguit. Unfortunately, aside from failing to prove such agency relationship, MINVETS failed to establish that it even bothered to inquire if Naliponguit was authorized to contract with them on behalf of the Hoys. MINVETS did not even allege that it asked for documents to prove Naliponguit's authority to contract for the Hoys, such as their contract of agency and power of attorney. It is apparent that MINVETS had been negligent or less prudent in its dealings with Naliponguit and thus it assumes the risk of lack of authority in the agent. Since MINVETS failed to discharge its burden, it is not entitled to its cross claims against the Hoys. More importantly, since MINVETS failed to prove that the Hoys are principals in the contract for security services, the Hoys cannot be made solidarily liable with it, the contractor, for the complainants' unpaid wages.

ACCORDINGLY, the petition is GRANTED. The September 30, 2010 Resolution of the NLRC – Eighth Division, Cagayan de Oro City, in NLRC CASE NO. MAC 07-011559-2010 (RAB 10-12-00855-2007) is declared VOID. The July 15, 2008 Decision of Labor Arbiter Leon P. Murillo is AFFIRMED but MODIFIED. The Complaint for unpaid wages as against Virgilio Hoy and the cross-claim against him are DISMISSED.

SO ORDERED.

Francisco and Badelles, JJ., concur.

---

[1] Rollo, pp. 4-26.

[2] Rollo, pp. 119-121.

[3] Rollo, p. 27.

[4] MINVETS's Position Paper; Rollo, p. 53.

[5] Complainants' Position Paper; Rollo, p. 47.

[6] MINVETS's Position Paper; Rollo, p. 53.

[7] Complainants' Position Paper; Rollo, pp. 47 and 51.

[8] Rollo, pp. 53-60.

[9] Id., at pp. 90-95.

[10] Id., at pp. 93-95.

[11] Id., at pp. 119-121.

[12] Rollo, pp. 120-121.

[13] Id., pp. 122-140.

[14] Rollo, p. 123.

[15] Id., pp. 146-147.

[16] Petition; Rollo, p. 15.

[17] Id., pp 16-17.

[18] Id., p. 18.

[19] Id., pp 16-17.

[20] Petition; Rollo, pp 69-73.

[21] Rollo, pp 90-95.

[22] 187 SCRA 118 (1990).

[23] EDI Staff Builders Int'l, Inc. v. Magsino, G.R. No. 139430, June 20, 2001 citing Lawin Security Services, Inc. v. NLRC (First Division), 273 SCRA 132 (1997); 187 SCRA 118 (1990). See also Philippine Telegraph and Telephone Corporation v. NLRC, 183 SCRA 451 (1990); Magna Rubber Manufacturing Corporation v. Drilon, 168 SCRA 727 (1988); Columbia Development Corporation v. Minister of Labor and Employment, 146 SCRA 421 (1986); Haverton Shipping Ltd. v.. NLRC, 135 SCRA 685 (1985).

[24] G.R. No. 176240, October 17, 2008.

[25] As cited in Oriental Ship Management Co., Inc. v. Bastol, G.R. No. 186289, June 29, 2010.

[26] Rollo, p. 120.

[27] Ibid.

[28] UCPB v. Looyuko, G.R. No. 156337, Sept. 28, 2007 citing Rimbunan Hijau Group of Companies v. Oriental Wood Processing Corporation, G.R. No.152228, September 23, 2005, 470 SCRA 650, 661.

[29] EDI Staff Builders Int'l, Inc. v. Magsino, G.R. No. 139430, June 20, 2001.

[30] Medline Management, Inc. v. Roslinda, G.R. No. 168715, September 15, 2010 citing Somoso v. Court of Appeals, G.R. No. 78050, October 23, 1989Somoso v. Court of Appeals, G.R. No. 78050, October 23, 1989.

[31] EPARWA Security and Janitorial Services, Inc. v. Liceo de Cagayan University, Inc., G.R. No. 150402, November 28, 2006 citing Eagle Security Agency, Inc. v. NLRC, G.R. No. 81314, 18 May 1989.

[32] MINVETS's Position Paper before the Labor Arbiter; Rollo, p. 54.

[33] MINVETS's Position Paper before the Labor Arbiter; Rollo, pp. 53-54.

[34] Litonjua v. Eternit Corporation, G.R. No. 144805, June 8, 2006 citing Article 1868, NEW CIVIL CODE; Ellison v. Hunsinger, 75 S.E. 2d. 884 (1953); and Dominion Insurance Corporation v. Court of Appeals, 426 Phil. 620, 626 (2002).

[35] Rollo, pp. 62-67.

[36] Id., p. 68.

[37] Id., p. 46.

[38] G.R, No. 151319, Nov. 22, 2004, citing Yu Eng Cho v. Pan American World Airways, Inc. 385 Phil. 453, 465 (2000); Safic Alcan & Cie v. Imperial Vegetable Oil Co., Inc. G.R. No. 126751, 28 March 2001; Bacaltos Coal Mines v. Court of Appeals, G.R. No. 114091, June 29, 199; and V. J. FRANCISCO, AGENCY 265 (1952).

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at https://batas.org

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.