

MAGSAYSAY MARITIME CORPORATION/EDUARDO MANESE AND PRINCESS CRUISE LINES, LTD., PETITIONERS, VS. CYNTHIA DE JESUS, RESPONDENT.

G.R. No. 203943. August 30, 2017

Ponente: LEONEN, J.

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LEONEN, J.:

A conditional settlement of a judgment award may be treated as a compromise agreement and a judgment on the merits of the case if it turns out to be highly prejudicial to one of the parties.

This resolves the Petition for Review on Certiorari[1] filed by Magsaysay Maritime Corporation, Eduardo Manese,[2] and Princess Cruise Lines, Limited petitioners) assailing the August 17, 2012 Decision[3] and October 19, 2012 Resolution [4] of the Court of Appeals in CA-G.R. SP No. 119393. The assailed Court of Appeals Decision upheld the November 24, 2010 Decision[5] and February 28, 2011 Resolution[6] of the National Labor Relations Commission in NLRC NCR LAC No. 08-000481-09 (NLRC NCR No. (M) 09-13352-08).

On February 28, 2006, Magsaysay Maritime Corporation (Magsaysay), the local manning agent of Princess Cruise Lines, Limited, hired Bernardine De Jesus (Bernardine) as an Accommodation Supervisor for the cruise ship Regal Princess. Based on the contract of employment[7] that he signed, Bernardine was to receive a basic monthly wage of US\$388.00 for a period of 10 months.

On March 9, 2006, Bernardine boarded Regal Princess and he eventually disembarked 10 months later, or on January 16, 2007, after his contract of employment ended.[8]

Bernardine was soon diagnosed with Aortic Aneurysm and on March 15, 2007, he had a coronary angiography. On March 21, 2007, he underwent a Left Axillofemoral Bypass.[9] He died on March 26, 2007.[10]

On September 24, 2008, respondent Cynthia De Jesus (Cynthia), Bernardine's widow, filed a complaint[11] against Magsaysay for "payment of death benefits, medical expenses, sickness allowance, damages, and attorney's fees." [12] Cynthia and Magsaysay were unable to amicably settle the case; hence, they were directed to submit their respective position papers.[13]

On June 30, 2009, the Labor Arbiter granted Cynthia's complaint and directed Magsaysay to pay her claims for death benefits, additional benefits, burial expenses, and attorney's fees.[14]

The Labor Arbiter ruled that it was highly improbable that Bernardine developed a cardio-vascular disease which would lead to his death merely two (2) months after his repatriation.[15]

The Labor Arbiter held that Cynthia sufficiently established that her husband suffered chest pains while he was still aboard the Regal Princess. She claimed that he had reported his condition but he was not provided with medical attention. Furthermore, he had also asked for medical attention upon his repatriation, but his request was

once again denied.[16] The dispositive portion of the Labor Arbiter Decision read:

WHEREFORE, foregoing premises considered, judgment is hereby rendered finding respondents liable to pay, jointly and severally, complainant's claims for death benefits under the POEA Standard Employment Contract, amounting to US\$50,000.00 and additional benefits amounting to US\$21,000.00 for complainant's three (3) minor children, in Philippine currency at the prevailing rate of exchange at the time of payment; US\$1,000.00 representing burial expenses; and attorney's fees often percent (10%) of the total monetary award.

All other claims are denied.

SO ORDERED.[17]

On November 24, 2010, the National Labor Relations Commission[18] denied Magsaysay's appeal.

The National Labor Relations Commission upheld the Labor Arbiter's finding that Bernardine's cardio-vascular disease was work-related.[19]

The National Labor Relations Commission also noted that while the general rule in compensability of death is that a seafarer's death must have occurred during the term of the employment contract, an exception to this rule is when a seafarer contracted an illness while under the contract and this illness caused his death:[20]

In such case, even if the seaman died after the term of the contract, his beneficiaries are entitled to death compensation and benefits. Thus, [w]here a seaman contracts an illness during the term of his employment and such illness causes the death of the seaman even after the term of his contract, the beneficiaries of the seaman are entitled, as a matter of right, to death compensation and benefits.[21]

As for Bernardine's failure to submit himself to a post-employment medical examination, the National Labor Relations Commission remarked that this Court had already ruled that it could be dispensed with. Furthermore, the National Labor Relations Commission pointed out that the failure to undergo a post employment medical examination within three (3) days from repatriation leads to the forfeiture of medical benefits and sickness allowance, not death benefits.[22] The dispositive portion of the National Labor Relations Commission Decision read:

WHEREFORE, the Decision of the labor arbiter a quo dated June 30, 2009 rendered in NLRC NCR Case No. (M) 09-13352-08 is hereby AFFIRMED in toto.

SO ORDERED.[23] (Emphasis in the original)

On May 13, 2011, Magsaysay filed a Petition for Certiorari[24] before the Court of Appeals.

On June 30, 2011, Magsaysay paid Cynthia P3,370,514.40 as conditional satisfaction of the judgment award against it and without prejudice to its Petition for Certiorari pending before the Court of Appeals.[25]

On July 1, 2011, in light of the conditional settlement between the parties, the Labor Arbiter considered the case closed and terminated but without prejudice to Magsaysay's pending petition before the Court of Appeals.[26]

On August 17, 2012, the Court of Appeals[27] dismissed the petition for being moot and academic.[28] On October 19, 2012, the Court of Appeals[29] denied Magsaysay's motion for reconsideration.[30]

On December 19, 2012, petitioners filed their Petition for Review on Certiorari[31] where they continue to assert that the Court of Appeals erred in dismissing their Petition for Certiorari for being moot and academic. Petitioners emphasize that *Leonis Navigation v. Villamater*[32] stated that if the Court of Appeals grants a petition for certiorari, the assailed decision of the National Labor Relations Commission will become void ab initio and will never attain finality.[33]

Petitioners maintain that Leonis ruled that even if the employer voluntarily pays the judgment award, the seafarer's beneficiary is estopped from claiming that the controversy has ended with the Labor Arbiter's Order closing and terminating the case. This is because the beneficiary acknowledged that the payment received "was without prejudice to the final outcome of the petition for certiorari pending before the [Court of Appeals]."[34]

Furthermore, petitioners claim that Bernardine's death was not compensable under the Philippine Overseas Employment Agency Standard Employment Contract (POEA-SEC) because he died after his contract of employment was terminated.[35] Petitioners put forth that "[f]rom then on, petitioners' responsibilities and obligations to the deceased seafarer had ceased." [36]

Petitioners also highlight that Bernardine was not repatriated due to illness but because of the completion of his contract.[37] Additionally, Bernardine failed to submit himself to a post-employment medical examination within three (3) days from his repatriation, as required by the POEA-SEC. Thus, petitioners claim that there was no basis for the death benefits claimed by Cynthia. Petitioners point out that Bernardine did not complain of any illness during the de-briefing session conducted before his repatriation.[38]

Nonetheless, even if Bernardine complied with the rule on post-employment medical examination, petitioners contend that Aortic Aneurysm, which caused Bernardine's death, was not a compensable occupational disease under the POEA-SEC. They aver that it cannot be presumed that the cause of his death was work-related. They posit that respondent utterly failed to substantiate her claim that her husband's death was work related.[39]

On February 13, 2013, this Court required respondent Cynthia to comment on the Petition for Review.[40]

On May 3, 2013, respondent filed her Comment[41] where she stresses that the ruling in *Career Philippines Ship Management Inc. v. Madjus*[42] is applicable to her case since both cases pertain to voluntary satisfaction of claims for death benefits.[43] Furthermore, just like in *Career Philippines*, by accepting the monetary award from petitioners, respondent will no longer have any available remedy against them, while petitioners are still free to pursue any of the remedies available to them.[44]

Respondent also argues that the issues raised before this Court are the same factual issues already threshed out before the Court of Appeals and the National Labor Relations Commission. Respondent contends that the findings of the administrative tribunals are supported by substantial evidence; hence, they should be accorded great weight and respect by this Court.[45]

Respondent denies that her husband failed to comply with the three (3)-day reporting requirement and claims that her husband even asked to be provided with medical attention upon his repatriation, but his request was denied:

The petitioners merely told him to take a rest and after that, he will be re-deployed again. Seaman De Jesus could not have immediately filed a disability claim (as suggested by petitioners) because he was not yet examined by a doctor due to the refusal of petitioners to provide post-employment medical attention. He was also hoping that his condition would improve after taking a rest, as suggested by petitioners.

However, his condition did not improve until he suffered aortic aneurism on March 14, 2007.[46] (Emphasis in the original)

On August 12, 2013, this Court required petitioners to reply to the Comment.[47]

On November 4, 2013, petitioners filed their Reply[48] where they deny respondent's allegation that they voluntarily offered to pay the full judgment award. They claim that they even opposed respondent's Motion for the Issuance of a Writ of Execution and were just forced to pay the judgment award since their petition before the Court of Appeals did not stay the judgment award.[49]

Petitioners reiterate that the Court of Appeals erred in dismissing the petition on the ground that the payment of the judgment award rendered the petition moot arid academic because the payment made to respondent was without prejudice to the then pending petition before the Court of Appeals.[50]

Petitioners argue that the labor tribunals committed grave abuse of discretion in awarding death benefits to Cynthia and her three (3) minor children considering that Bernardine's death was not compensable under the POEA-SEC and that respondent failed to prove her claims of compensability with substantial evidence.[51]

The parties filed their respective memoranda on February 12, 2014[52] and March 24, 2014,[53] in compliance with this Court's December 2, 2013 Resolution.[54]

This Court resolves the following issues:

First, whether or not the payment of money judgment has rendered the Petition for Certiorari before the Court of Appeals moot and academic; and

Second, whether or not the award of death benefits was issued with grave abuse of discretion.

The petition is devoid of merit.

I

Petitioner cite *Leonis Navigation v. Villamater*[55] to support their claim that their payment of the judgment award did not render the Petition for Certiorari before the Court of Appeals moot and academic. Leonis stated:

Simply put, the execution of the final and executory decision or resolution of the NLRC shall proceed despite the pendency of a petition for certiorari, unless it is restrained by the proper court. In the present case, petitioners already paid Villamater's widow, Sonia, the amount of [P]3,649,800.00, representing the total and permanent disability award plus attorney's fees, pursuant to the Writ of Execution issued by the Labor Arbiter. Thereafter, an Order was issued declaring the case as "closed and terminated." However, although there was no motion for reconsideration of this last Order, Sonia was, nonetheless, estopped from claiming that the controversy had already reached its end with the issuance of the Order closing and terminating the case. This is because the Acknowledgment Receipt she signed when she received petitioners' payment was without prejudice to the final outcome of the petition for certiorari pending before the CA.[56]

Respondent, in turn, cites *Career Philippines Ship Management Inc. v. Madjus*[57] to substantiate her claim that the Conditional Satisfaction of Judgment Award was akin to an amicable settlement, rendering the Petition for Certiorari before the Court of Appeals moot and academic. Career Philippines stated:

As for the "Conditional Satisfaction of Judgment," the Court holds that it is valid, hence, the "conditional" settlement of the judgment award insofar as it operates as a final satisfaction thereof to render the case moot and academic.

....

Finally, the Affidavit of Claimant attached to the "Conditional Satisfaction of Judgment" states:

....

5. That I understand that the payment of the judgment award of US\$66,000.00 or its peso equivalent of PhP2,932,974.00 includes all my past, present and future expenses and claims, and all kinds of benefits due to me under the POEA employment contract and all collective bargaining agreements and all labor laws and regulations, civil law or any other law whatsoever and all damages, pains and sufferings in connection with my claim.

6. That I have no further claims whatsoever in any theory of law against the Owners of MV "Tama Star" because of the payment made to me. That I certify and warrant that I will not file any complaint or prosecute any suit of action in the Philippines, Panama, Japan or any country against the shipowners and/or released parties herein after receiving the payment of US\$66,000.00 or its peso equivalent of PhP2,932,974.00 (emphasis and underscoring supplied)

In effect, while petitioner had the luxury of having other remedies available to it such as its petition for certiorari pending before the appellate court, and an eventual appeal to this Court, respondent, on the other hand, could no longer pursue other claims, including for interests that may accrue during the pendency of the case.[58] (Emphasis in the original)

Philippine Transmarine Carriers, Inc. v. Legaspi[59] clarified that this Court ruled against the employer in Career Philippines not because the parties entered into a conditional settlement but because the conditional satisfaction of judgment was "highly prejudicial to the employee." [60]

The agreement stated that the payment of the monetary award was without prejudice to the right of the employer to file a petition for certiorari and appeal, while the employee agreed that she would no longer file any complaint or prosecute any suit of action against the employer after receiving the payment.[61]

Equitable considerations were the underlying basis for the ruling in Career Philippines[62] and this was accentuated in Philippine Transmarine Carriers, Inc. v. Pelagio,[63] which summarized the ruling in Philippine Transmarine Carriers, Inc. v. Legaspi as follows:

Ultimately, in Philippine Transmarine, the Court ruled that since the agreement in that case was fair to the parties in that it provided available remedies to both parties, the certiorari petition was not rendered moot despite the employer's satisfaction of the judgment award, as the respondent had obliged himself to return the payment if the petition would be granted.[64]

In the instant case, the parties entered into a compromise agreement when they executed a Conditional Satisfaction of Judgment Award.[65]

Article 2028 of the Civil Code defines a compromise agreement as "a contract whereby the parties, by making reciprocal concessions, avoid a litigation or put an end to one already commenced." Parties freely enter into a compromise agreement, making it a judgment on the merits of the case with the effect of *res judicata* upon them.[66]

While the general rule is that a valid compromise agreement has the power to render a pending case moot and academic, being a contract, the parties may opt to modify the legal effects of their compromise agreement to prevent the pending case from becoming moot.[67]

In the Conditional Satisfaction of Judgment Award,[68] respondent acknowledged receiving the sum of P3,370,514.40 from petitioners as conditional payment of the judgment award. Both parties agreed that the payment of the judgment award was without prejudice to the pending certiorari proceedings before the Court of Appeals and was only made to prevent the imminent execution being undertaken by respondent and the National Labor Relations Commission. Finally, in the event the judgment award of the labor tribunals is reversed by the Court of Appeals or by this Court, respondent agreed to return whatever she would have received back to petitioners and in the same vein, if the Court of Appeals or this Court affirms the decisions of the labor tribunals, petitioners shall pay respondent the balance of the judgment award without need of demand.[69]

Respondent, for herself and for her three (3) minor children with Bernardine, then signed a Receipt of Payment[70] where she reiterated the undertakings she took in the Conditional Satisfaction of Judgment Award.

However, in the Affidavit of Heirship,[71] respondent was prohibited from seeking further redress against petitioners, making the compromise agreement ultimately prejudicial to respondent:

I, CYNTHIA P. DE JESUS, with residence at 157 Isarog St., La Lorna, Quezon City, Philippines, after being duly sworn, depose and say:

....

[7.] That I understand that the payment of the judgment award of US\$79,200.00 or its peso equivalent plus of Php3,370,514.40 includes all my past, present and future expenses and claims, and all kinds of benefits due to me under the POEA employment contract and all collective bargaining agreements and all labor laws and regulations, civil law or any other law whatsoever and all damages, pains and sufferings in connection with my claim;

[8.] That I have no further claims whatsoever in any theory of law against the Owners of "REGAL PRINCESS" because of the payment made to me. That I certify and warrant that I will not file any complaint or prosecute any suit or action in the Philippines, United States of America, Liberia, Kuwait, Panama, United Kingdom or any other country against the shipowners and/or the released parties herein after receiving the payment of US\$79,200.00 or its peso equivalent of Php3,370,514.40[.][72] (Emphasis supplied)

This prohibition on the part of respondent to pursue any of the available legal remedies should the Court of Appeals or this Court reverse the judgment award of the labor tribunals or prosecute any other suit or action in another country puts the seafarer's beneficiaries at a grave disadvantage. Thus, Career Philippines is applicable and the Court of Appeals did not err in treating the conditional settlement as an amicable settlement, effectively rendering the Petition for Certiorari moot and academic.

II

Despite our previous disquisition, this Court will still take up the second issue brought before it for resolution.

Madridejos v. NYK-Fil Ship Management, Inc.[73] discussed that generally, this Court limits itself to questions of law in a Rule 45 petition:

As a rule, we only examine questions of law in a Rule 45 petition. Thus, "we do not re-examine conflicting evidence, re-evaluate the credibility of witnesses, or substitute the findings of fact of the [National Labor Relations Commission], an administrative body that has expertise in its specialized field." Similarly, we do not replace our "own judgment for that of tribunal in determining where the weight of evidence lies or what evidence is credible." The factual findings of the National Labor Relations Commission, when confirmed by the Court of Appeals, we usually "conclusive on this Court." [74]

This Court sees no reason to depart from this rule.

Section 20(A) of the POEA-SEC requires that for a seafarer to be entitled to death benefits, he must have suffered a work-related death during the term of his contract. This provision reads:

SECTION 20. COMPENSATION AND BENEFITS. -

A. COMPENSATION AND BENEFITS FOR DEATH

- 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.

....

- The other liabilities of the employer when the seafarer dies as a result of work-related injury or illness during the term of employment are as follows:
- The employer shall pay the deceased's beneficiary all outstanding obligations due the seafarer under this Contract.
- The employer shall transport the remains and personal effects of the seafarer to the Philippines at employer's expense except if the death occurred in a port where local government laws or regulations do not permit the transport of such remains. In case death occurs at sea, the disposition of the remains shall be handled or dealt with in accordance with the master's best judgment. In all cases, the employer/master shall communicate with the manning agency to advise for disposition of seafarer's remains.
- The employer shall pay the beneficiaries of the seafarer the Philippines [sic] currency equivalent to the amount of One Thousand US dollars (US\$1,000) for burial expenses at the exchange rate prevailing during the time of payment.

However, Section 32-A of the POEA-SEC acknowledges the possibility of "compensation for the death of the seafarer occurring after the employment contract on account of a work-related illness"[75] as long as the following conditions are met

- (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;
- (4) There was no notorious negligence on the part of the seafarer.[76]

Furthermore, a cardio-vascular disease may be considered occupational under Section 32-A (11) if any of the established conditions are met:

The following diseases are considered as occupational when contracted under working conditions involving the risks described herein:

....

11. Cardio-Vascular Diseases. Any of the following conditions must be met:

- If the heart disease was known to have been present during employment, there must be proof that an acute exacerbation was clearly precipitated by the unusual strain by reasons of the nature of his work.
- The train of work that brings about an acute attack must be sufficient severity and must be followed within 24 hours by the clinical signs of a cardiac insult to constitute causal relationship.
- If a person who was apparently asymptomatic before being subjected to strain at work showed signs and symptoms of cardiac injury during the performance of his work and such symptoms and signs persisted, it is reasonable to claim a causal relationship.[77]

In fulfilling these requisites, respondent must present no less than substantial evidence. Substantial evidence is defined as "such amount of relevant evidence which a reasonable mind might accept as adequate to justify a conclusion." [78]

Both labor tribunals found that Bernardine first experienced chest pains while he was still onboard the cruise ship,

i.e., during the term of his employment contract. It was likewise established that while Bernardine requested medical attention when he started to feel ill and upon his repatriation, his requests were repeatedly ignored. The Labor Arbiter held:

Complaint has clearly established that her husband's condition was suffered while he was on board the vessel and during the term of his employment contract with the respondent. Strict rules of evidence are not applicable in claims for compensation and disability benefits. Against the self-serving denials of the respondents, complainant has shown that her husband, prior to his death, suffered chest pains while on board and reported his condition but he was not allowed to seek medical attention. When he was repatriated, he asked the respondents anew for medical check up but his request was again denied. Having substantially established that the causative circumstances leading to her husband's death had transpired during his employment. We find that complainant is entitled to the death compensation and other benefits under the POEA Standard Contract. Probability and not the ultimate degree of certainty is the test of proof in compensation proceedings[.][79]

While the National Labor Relations Commission opined:

Evidently, the disease which led to the death of Bernardine de Jesus is work related, and in this regard, We believe that complainant--appellee presented sufficient evidence to show the nature of the maritime employment of her late husband, as well as the disease he suffered from and its causal relationship to his maritime employment.[80]

The findings of the labor tribunals correspond with the unassailed fact that Bernardine died from a cardio-vascular disease merely two (2) month after his repatriation. This Court concurs with the Labor Arbiter's observation that it was improbable for Bernardine to have developed and died from a cardio-vascular disease within the two (2) short months following his repatriation:

Seaman de Jesus died just over two (2) months from his repatriation. It is quite improbable for him to develop cardio-vascular disease which caused his death during that short span of time. Medical studies cited on record recognize the fact that it is medically impossible to acquire cardiovascular illnesses merely days or weeks prior to one's death ...

It is therefore evident that the illness which caused Seaman de Jesus' death occurred during the term of his employment contract, though it may not have fully manifested at once. The fact that the seaman's work exposed him to different climates and unpredictable weather also helped trigger the onset of his disease. There is therefore a reasonable connection between the conditions of employment and work actually performed by the deceased seafarer and his illness.[81]

Being factual in nature, this Court sees no reason to disturb the findings of the labor tribunals as it has usually given deference to the findings of fact of administrative agencies which have acquired expertise in their specific jurisdiction. Their factual findings are generally binding upon this Court, absent a showing a grave abuse of discretion.[82]

WHEREFORE, this Court resolves to deny the Petition. The assailed Court of Appeals Decision dated August 17, 2012 and Resolution dated October 19, 2012 in CA-G.R. SP No. 119393 are hereby AFFIRMED.

SO ORDERED.

Velasco, Jr., (Chairperson), Bersamin, Martires, and Gesmundo, JJ., concur.

December 1, 2017

NOTICE OF JUDGMENT

Sirs / Mesdames:

Please take notice that on August 30, 2017 a Decision, copy attached hereto, was rendered by the Supreme Court in the above-entitled case, the original of which was received by this Office on December 1, 2017 at 2:50 p.m.

Very truly yours,

(SGD)

WILFREDO V. LAPITAN

Division Clerk of Court

[1] Rollo, pp. 24-62.

[2] Id. at 484. Eduardo Manese was Magsaysay Maritime Corporation's employee.

[3] Id. at 64-76. The Decision was penned by Associate Justice Ramon M. Bato, Jr. and concurred in by Presiding Justice Andres B. Reyes, Jr. and Associate Justice Rodil V. Zalameda of the First Division, Court of Appeals, Manila.

[4] Id. at 21-22. The Resolution was penned by Associate Justice Ramon M. Bato, Jr. and concurred in by Presiding Justice Andres B. Reyes, Jr. and Associate Justice Rodil V. Zalameda. of the First Division, Court of Appeals, Manila.

[5] Id. at 122-135.

[6] Id. at 145-146.

[7] Id. at 170.

[8] Id. at 65.

[9] Id.

[10] Id. at 210.

[11] Id. at 149-151.

[12] Id. at 151.

[13] Id. at 65.

[14] Id. at 136-143. The Decision docketed as NLRC NCR Case No. (M) NCR-09-13352-08 was penned by Labor Arbiter Madjayran H. Ajan.

[15] Id. at 140.

[16] Id. at 141.

[17] Id. at 142-143.

[18] Id. at 122-135. The Decision docketed as NLRC NCR LAC No. 08-000481-09 (NLRC NCR No. (M) 09-13352-08) was penned by Commissioner Romeo L. Go and concurred in by Commissioner Perlita B. Velasco. Presiding Commissioner Gerardo C. Nograles took no part.

[19] Id. at 130.

[20] Id. at 131-132.

[21] Id. at 132.

[22] Id.

[23] Id. at 132-133.

[24] Id. at 80-121.

[25] Id. at 400-408.

[26] Id. at 408-A.

[27] Id. at 64-76.

[28] Id. at 75.

[29] Id. at 21-22.

[30] Id. at 427-450.

[31] Id. at 24-62.

[32] 628 Phil. 81 (2010) [Per J. Nachura, Third Division].

[33] Rollo, pp. 35 and 766.

[34] Id. at 36 and 766-767.

[35] Id. at 40-41 and 769-771.

[36] Id. at 41 and 771.

[37] Id. at 43 and 772-773.

[38] Id. 44-45 and 773-774.

[39] Id. at 47-54 and 777-784.

[40] Id. at 556-557.

[41] Id. at 561-608.

[42] 650 Phil. 157 (2010) [Per J. Carpio Morales, Third Division].

[43] Rollo, pp. 572-581 and 714-720.

[44] Id. at 584-585 and 725-727.

[45] Id. at 585-588 and 727-730.

[46] Id. at 598-599 and 741.

- [47] Id. at 610.
- [48] Id. at 616-635.
- [49] Id. at 616-617.
- [50] Id. at 617-620.
- [51] Id. at 620-623, 626-631.
- [52] Id. at 706-749.
- [53] Id. at 757-789.
- [54] Id. at 704-705.
- [55] 628 Phil. 81 (2010) [Per J. Nachura, Third Division].
- [56] Id. at 94.
- [57] 650 Phil. 157 (2010) [Per J. Carpio Morales, Third Division].
- [58] Id. at 163-165.
- [59] 710 Phil. 838 (2013) [Per J. Mendoza, Third Division].
- [60] Id. at 847.
- [61] Id. at 847-848.
- [62] Seacrest Maritime Management, Inc. v. Picar, 155 Phil. 901, 907 (2015) [Per J. Mendoza, Second Division].
- [63] 766 Phil. 504 (2015) [Per J. Perlas-Bernabe, First Division].
- [64] Id. at 515.
- [65] Rollo, pp. 400-404.
- [66] Gadrinab v. Salamanca, 736 Phil. 279, 290 (2014) [Per J. Leonen, Third Division].
- [67] Philippine Transmarine Carriers, Inc. v. Pelagio, 766 Phil. 504, 512 (2015) [Per J. Perlas-Bernabe, First Division] (citing Morla v. Belmonte, 678 Phil. 102, 116-117 (2011) [Per J. Leonardo-De Castro, First Division]).
- [68] Rollo, pp. 400-404.
- [69] Id. at 401-402.
- [70] Id. at 405.
- [71] Id. at 407-408.
- [72] Id. at 408.
- [73] G.R. No. 204262, June 7, 2017, <<http://sc.judiciary.gov.ph/pdf/web/viewer.html?file=jurisprudence/2017/june2017/204262.pdf>> [Per J. Leonen, Second Division].
- [74] Id. citing Career Philippine Shipmanagement, Inc. v. Serna, 700 Phil. 1, 9-10 (2012) [Per J. Brion, Second Division].

[75] See *Power Shipping Enterprises, Inc. v. Salazar*, 716 Phil. 693, 705 (2013) [Per Sereno, C.J., First Division].

[76] POEA Standard Terms and Conditions Governing the Employment of Filipino Seafarers on Board Ocean Going Vessels (2000), sec. 32-A.

[77] POEA Standard Terms and Conditions Governing the Employment of Filipino Seafarers on Board Ocean Going Vessels (2000), sec. 32-A (11).

[78] *Philippine Airlines, Inc. v. National Labor Relations Commission*, 342 Phil. 352, 365 (1997) [Per J. Davide, Jr., Third Division].

[79] Rollo, pp. 141-142.

[80] *Id.* at 131.

[81] *Id.* at 140-141.

[82] *Maya Farms Employees Organization v. National Labor Relations Commission*, 309 Phil. 465, 470 (1994) [Per J. Kapunan, First Division].

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