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Division Clerk of Court
Third Division

FEB 18 2022

Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

EMS CREW MANAGEMENT
PHILIPPINES, EMS SHIP
MANAGEMENT (SINGAPORE)
PTE., LTD., and/or ROBERT C,
BANDIVAS,

Petitioners,

G.R. No. 205385

Present:
LEONEN, J.,
Chairperson,
HERNANDO,
INTING,
DELOS SANTOS, and
LOPEZ, J. Y., JJ.

- versus -

ERWIN C. BAUZON,

Respondent.

Promulgated:

April 26, 2021

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DECISION

HERNANDO, J.:

Challenged in this appeal is the August 31, 2012 Decision¹ of the Court of Appeals (CA) in CA-G.R. SP No. 124554 finding respondent seafarer Erwin C. Bauzon (Bauzon) entitled to permanent total disability compensation. The December 26, 2012 Resolution² denied petitioners' Motion for Reconsideration.

The Antecedent Facts:

EMS Crew Management Philippines (EMS Phils.) is a Philippine manning agency for its foreign principal, EMS Ship Management (Singapore) Pte., Ltd. (EMS Singapore). It is represented by Robert Bandivas, crewing manager of EMS Phils. (collectively, petitioners).³

¹ *Rollo*, pp. 76-89. Penned by Associate Justice Isaias P. Diocan and concurred in by Associate Justices Michael P. Elbinis and Nina G. Antonio-Valenzuela.

² *Id.* at 91-92.

³ *Id.* at 77.

On September 24, 2009, EMS Phils. hired Bauzon as an Able Seaman on board the vessel M/T D. Elephant. His contract was duly approved by the Philippine Overseas Employment Administration (POEA) and covered by a Collective Bargaining Agreement (CBA) between the Integrated Transport Workers and Federation ITF/Associated Marine Officers and Seamen's Union of the Philippines (AMOSUP) and the ship owners.⁴

Prior to embarkation, Bauzon underwent the requisite Pre-Employment Medical Examination (PEME) and was declared "fit for sea duty." Thus, on October 20, 2009, he commenced his employment.⁵

While on board M/T D. Elephant, Bauzon experienced difficulty in swallowing due to severe pain in his throat. He reported his health problem to the vessel's master, but he was advised to finish his contract which was about to expire. However, since the pain in his throat persisted, he requested for medical repatriation. On August 2, 2010, he was repatriated to the Philippines and arrived in Manila on August 3, 2010.⁶

On August 4, 2010, he reported his physical and medical condition to EMS Phils. Accordingly, he was referred to petitioners' accredited hospital, Seamen's Hospital.⁷ On the same day, Bauzon underwent an ultrasound of his thyroid and the examination revealed the following findings:

IMPRESSIONS:

Multinodular goiter with hypervascular solid nodules and complex mass.
Tissue correlation is recommended.
Small sized cervical lymph nodes as described.⁸

On September 26, 2010, Bauzon returned to Seamen's Hospital for a consultation. This time, he was diagnosed with Colloid Cystic Goiter. The following day, he underwent Bilateral Thyroidectomy with Isthmusectomy.⁹

After his discharge, he went back to Seamen's Hospital for a follow-up check-up and underwent another ultrasound of his thyroid. He was assessed with "S/P Subtotal thyroidectomy with small thyroid nodules."¹⁰

On December 13, 2010, Bauzon underwent a Histopathologic Examination, the findings of which showed the following: "S/P Completion thyroidectomy; Follicular adenoma, Right Thyroid lobe."¹¹

⁴ Id. at 78.

⁵ Id.

⁶ Id.

⁷ Id. at 79.

⁸ Id.

⁹ Id.

¹⁰ Id.

¹¹ Id.

After his regular consultation with the Seamen's Hospital, Bauzon was diagnosed with Residual Thyroid Gland on January 21, 2011.¹²

On March 9, 2011, Bauzon engaged the services of his private physician, Dr. Manuel C. Jacinto, Jr. (Dr. Jacinto), at Sta. Teresita General Hospital. Dr. Jacinto diagnosed Bauzon with Papillary Cancer, declared him physically unfit to go back to work and his disability to be total and permanent.¹³

Thus, Bauzon filed a complaint for payment of disability/medical benefits, sickness allowance for 130 days, reimbursement of medical expenses, damages, and attorney's fees against petitioners.

Ruling of the Labor Arbiter:

On June 28, 2011, the Labor Arbiter rendered a Decision¹⁴ in favor of Bauzon. The dispositive portion of the Decision reads:

WHEREFORE, premises considered, judgment is hereby rendered ordering all of the above-named [petitioners herein] to pay complainant [Bauzon] the following sum:

1. EIGHTY]-[NINE THOUSAND ONE HUNDRED US DOLLARS (US\$89,100.00) or its peso equivalent at the time of payment of complainant's permanent total disability benefit.

2. TWO THOUSAND THREE HUNDRED TWENTY-TWO US DOLLARS AND 66/100 (US\$2,322.66) or its peso equivalent at the time of payment representing payment of complainant's sickness wage.

Ten Percent (10%) of the total judgment award by way of and/as attorney's fees.

SO ORDERED.¹⁵

Aggrieved, petitioners filed an appeal with the National Labor Relations Commission (NLRC).

Ruling of the National Labor Relations Commission:

In its December 23, 2011 Decision,¹⁶ the NLRC upheld the Labor Arbiter's findings, the relevant portion of which reads:

As afore-discussed, appellee's bilateral thyroid nodule was already present after his repatriation on August 28, 2009. In fact, he was advised to undergo surgery after his 9-month contract expired. The mass did not grow after

¹² Id.

¹³ Id. at 80 and 370.

¹⁴ Id. at 361-371. Peemed by Labor Arbiter Madril S. Pangalban.

¹⁵ Id. at p. 374.

¹⁶ Id. at 423-435. Peemed by Presiding Commissioner Leonardo L. Leonida and concurred in by Commissioners Dolores M. Peralta-Deliv and Mercedes R. Posada-Lacap.

appellee's contract expired but was present even during the signing of [his] new contract in October 2009.

In view of the presence of the elements of compensability of an ailment, we declare appellee entitled to a Grade 1 disability since he could no longer return to his previous trade as a seaman.

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As to the issue of entitlement to sickness wages, we adopt the findings of the Labor Arbiter that appellee is entitled to said benefit, as appellee was seen, treated, administered medicine, and operated on at the Seaman's Hospital, the hospital of union members of AMOSUP. Appellants should pay appellee US\$2,322.66 as sickness allowance.

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WHEREFORE, premises considered, the appeal is hereby DENIED for lack of merit. The decision of the Labor Arbiter is AFFIRMED *en toto*.

SO ORDERED.¹⁷

Petitioners moved for reconsideration, which the NLRC denied in its February 23, 2012 Resolution.¹⁸

Ruling of the Court of Appeals:

Unfazed, petitioners filed before the appellate court a Petition for *Certiorari*¹⁹ under Rule 65 of the Rules of Court and mainly raised the issue that the NLRC committed grave abuse of discretion, amounting to lack or excess of jurisdiction in holding that Bauzon was entitled to permanent total disability compensation. However, in its assailed August 31, 2012 Decision,²⁰ the appellate court likewise upheld the NLRC's findings, to wit:

[x x x] Indeed, the evidence on record would show how the private respondent's *Papillary Cancer* was contracted and aggravated by the nature of his work, to wit:

It is worth mentioning that Complainant's illness which consists of a 'Papillary Cancer' is occupational disease considering that said illness could be developed, enhanced and aggravated by the nature of the work of the complainant as well as the environment at the job site. It must be noted that complainant was deployed on board [petitioners'] tanker vessel as such he was exposed to hazardous chemicals that causes his present illness. These circumstances may be a factor contributory to the development, enhancement and aggravation of Complainant's present illness.

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¹⁷ Id. at 432-434.

¹⁸ Id. at 469-470.

¹⁹ Id. at 474-504.

²⁰ Id. at 76-89.

Considering the foregoing, we find a reasonable connection between the nature of private respondent's work as seaman and the development of his illness. Private respondent was able to establish the nature of his job vis-a-vis the ship's working conditions which increased the risk of contracting his *Papillary Cancer*.

x x x x

WHEREFORE, in view of the foregoing premises, the petition filed in this case is hereby **DENIED** for lack of merit. The Decision and Resolution issued by the Fifth Division of the National Labor Relations Commission dated November 23, 2011 and February 23, 2012 in NLRC LAC Case No. 09-000850-11/NLRC NCR CN. OFW(M)-01-00378-11 are hereby **AFFIRMED**.

SO ORDERED.²¹

Petitioners filed a Motion for Reconsideration which the appellate court denied in its December 26, 2012 Resolution.²²

Thus, petitioners filed the instant Petition for Review on *Certiorari* which raises the following assignment of errors:

Issues:

i. Whether or not the Court of Appeals' rulings should be reversed and set aside in view of the Supreme Court's ruling in *Damaso R. Casomo v. Career Philippines Shipmanagement, Inc. et. al.*²³ [which held] that the seafarer has the burden of presenting substantial evidence to show a causal connection between the nature of his employment and his illness;

ii. Whether or not the Court of Appeals committed x x x grave abuse of discretion amounting to lack or excess of jurisdiction in disregarding the categorical mandate of Section 20(B) that only medically repatriated seafarers are entitled to sickness allowance; and

iii. Whether or not the Court of Appeals committed x x x grave abuse of discretion amounting to lack or excess of jurisdiction, when it did not reverse and set aside the NLRC's award of attorney's fees to Bauzon.²⁴

The pivotal issue is whether or not Bauzon's ailment, papillary cancer, is compensable for being work-related as to entitle him to permanent and total disability benefits.

Our Ruling

We resolve to deny the petition.

²¹ Id. at 84-89.

²² Id. at 91-92.

²³ 692 Phil. 326, 350 (2012).

²⁴ *Rollo*, p. 50.

We hold that Bauzon's ailment is work-related and compensable; he is thus entitled to permanent and total disability benefits.

Bauzon's illness is work-related and occurred during the contract of employment.

The employment of seafarers, including claims for permanent and total disability benefits, is governed by law, its rules and regulations, and the contracts that they sign upon being hired or rehired. In the instant case, the Philippine Overseas Employment Administration Standard Terms and Conditions Governing the Employment of Filipino Seafarers On-Board Ocean-Going Ships, series of 2000 (POEA-SEC) is deemed integrated into the parties' employment contract and collective bargaining agreement.²⁵

The 2000 POEA-SEC defines "work-related injury" as "injury[ies] resulting in disability or death arising out of and in the course of employment" and work-related illness as "any sickness resulting to disability or death as a result of an occupational disease listed under Section 32-A of this contract with the conditions set therein satisfied."²⁶

Section 32-A of the 2000 POEA-SEC listed down the occupational illnesses that may be compensable. Bauzon's ailment of papillary cancer is not specifically mentioned in said list.²⁷ However, Section 20(B)(4) of the 2000 POEA-SEC likewise states that "[t]hose illnesses not listed in Section 32 of this Contract are disputably presumed as work related."²⁸ This presumption is limited to "work-relatedness" and does not extend to compensability.²⁹ Thus, the seafarer bears the burden that the following conditions are met in order for the illness to be compensable:

SECTION 32-A OCCUPATIONAL DISEASES

For an occupational disease and the resulting disability or death to be compensable, all of the following conditions must be satisfied:

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.³⁰

²⁵ *Quizora v. Denholm Crew Management (Philippines), Inc.*, 676 Phil. 313, 325 (2011).

²⁶ *Magasaysay Maritime Corporation v. National Labor Relations Commission*, 650 Phil. 357, 365 (2010).

²⁷ See also *Casamo vs. Corneo Philippines Shipmanagement, Inc. et al.*, supra note 23.

²⁸ *Quizora v. Denholm Crew Management (Philippines), Inc.*, supra.

²⁹ *Romana v. Magasaysay Maritime Corp.*, 816 Phil. 194, 204 (2017).

³⁰ *Id.* at 205.

In *Romana v. Magsaysay Maritime Corp.*,³¹ We emphasized that under the 2000 POEA-SEC, “any sickness resulting to disability or death as a result of an occupational disease listed under Section 32-A of this Contract with the conditions set therein satisfied is deemed to be a []work-related illness[].” On the other hand, Section 20(B)(4) of the 2000 POEA-SEC declares that [“t]hose illnesses not listed in Section 32 of this Contract are disputably presumed as work related[].” We further explained, to wit:

In *Jebson Maritime, Inc. v. Ravena*, it was likewise elucidated that there is a need to satisfactorily show the four (4) conditions under Section 32-A of the 2000 POEA-SEC in order for the disputably presumed disease resulting in disability to be compensable.

To note, while Section 32-A of the 2000 POEA-SEC refers to conditions for compensability of an occupational disease and the resulting disability or death, it should be pointed out that the conditions stated therein should also apply to non-listed illnesses given that: (a) the legal presumption under Section 20 (B) (4) accorded to the latter is limited only to “work-relatedness”; and (b) for its compensability, a reasonable connection between the nature of work on board the vessel and the illness contracted or aggravated must be shown. (Emphasis on the original; citations omitted).³²

The foregoing provisions should likewise be viewed in relation to Section 20-B of the 2000 POEA-SEC, which lays out two primary conditions which the seafarer must meet in order for him or her to claim disability benefits: (i) that the injury or illness is work-related, and (ii) that it occurred during the term of the contract.³³ Thus, in *Magsaysay Maritime Corporation v. National Labor Relations Commission*,³⁴ We pointed out that “to be entitled to compensation and benefits under this provision, it is not sufficient to establish that the seafarer’s illness or injury has rendered him [or her] permanently or partially disabled; it must also be shown that there is a causal connection between the seafarer’s illness or injury and the work for which he [or she] had been contracted.”

This Court finds that Bauzon substantially proved the foregoing conditions set forth in Sections 32-A and 20(B) of the 2000 POEA-SEC.

We note that Bauzon, as an Able Seaman on board the vessel, was exposed to harsh sea weather, chemical irritants, dusts, heat, stress brought about by being away from his family, long hours of work,³⁵ and limited and unclean air/oxygen, all of which invariably contributed to his illness. There was at least a reasonable connection between his job and his contracting the throat ailment during his employment, which eventually developed into papillary cancer.

³¹ *Id.* at 205.

³² *Id.* at 206.

³³ *Philstar Maritime Agency, Inc. v. Cabantog*, 715 Phil. 454, 474 (2013).

³⁴ *Supra* note 26.

³⁵ See also *De Leon v. Maunabul Trans, Inc.*, 805 Phil. 531, 531 (2017).

Moreover, the duties and responsibilities of an Able Seaman generally require the use of a variety of chemical substances (e.g., grease, solvents, cleaning agents, de-greasers, paint, etc.).³⁶ Our pronouncement in *Razonable, Jr. v. Torm Shipping Philippines, Inc.*³⁷ is all too elucidative:

The medically-repairated claimant-seafarer in the case of *Phil-Pride Shipping Company, Inc. v. Bulasta*, wherein the Court also took judicial notice of the seafarer[s] homesickness and exposure to the perils of the sea, alleged in detail and proved his specific tasks as an Able Seaman, and that he experienced symptoms of his illness which can be reasonably linked to the tasks he performed on board the vessel. Moreover, the Court observed that the employer failed to refute the seafarer's allegations that "in the performance of his duties as Able Seaman, he inhaled, was exposed to, and came into direct contact with various injurious and harmful chemicals, dust, fumes/emissions, and other irritant agents; that he performed strenuous tasks such as lifting, pulling, pushing and/or moving equipment and materials on board the ship; that he was constantly exposed to varying temperatures of extreme hot and cold as the ship crossed ocean boundaries; that he was exposed as well to harsh weather conditions; that in most instances, he was required to perform overtime work; and that the work of an Able Seaman is both physically and mentally stressful" x x x. (Emphasis supplied; Citations omitted)

Thus, We find that Bauzon sufficiently proved that his illness was work-related, that it occurred during the term of his contract, and that his ailment is compensable. There was, by all accounts, a reasonable connection between the nature of his work on board the vessel and the illness that he came down with. The aggravation of his illness had been duly established by him.

Petitioners assumed the risk of liability when Bauzon was re-hired and issued a fit-to-work certification despite knowledge of his existing medical condition.

In the instant case, petitioners were fully aware of Bauzon's condition when they hired and re-hired him. It is undisputed that the seafarer was employed with petitioners since 2005. On August 28, 2009, he disembarked from petitioner's *Sichem Peace* vessel, a chemical oil tanker, because of suspected bilateral thyroid nodules. He was then referred to the company-designated physician and a biopsy was conducted which revealed that the thyroid nodules were benign.³⁸

On September 24, 2009, petitioners re-hired Bauzon as Able Seaman for the *M/T.D. Elephant* vessel. During the PEIME, he underwent a thyroid ultrasound which revealed a complex predominantly solid mass with

³⁶ *Magsaway Maritime Corp. v. Lobusta*, 680 Phil. 137, 145 (2012).

³⁷ G.R. No. 241620, July 7, 2020.

³⁸ *Rolla*, p. 428.

microcalcifications in the mid-anterior neck or bilateral thyroid nodules. Despite the foregoing diagnosis, petitioners re-hired him and the company-designated physician gave him a fit-to-work certification.³⁹ In doing so, petitioners assumed the risk of liability as to Bauzon's health condition. Thus, in *Magat v. Interorient Maritime Enterprises, Inc.*,⁴⁰ We upheld the following findings of the NLRC therein:

Curiously, both parties failed to present complainant's PEME results with respect to his last employment on board MT North Star. **Nonetheless, since he was accepted and deployed by respondents, it is safe to say that he passed the PEME without any finding that he had a pre-existing heart ailment, or that respondents accepted him despite being aware of his condition. In any case, respondents, in hiring complainant despite his advanced age and pre-existing hypertension, assumed the risk of liability for his health.** They cannot be allowed to subsequently evade such liability by claiming that complainant's illness was discovered only after his employment was terminated.⁴¹ (Emphasis supplied).

Moreover, settled is the rule that a worker brings with him possible infirmities in the course of his employment, and while the employer is not the insurer of the health of the employees, he takes them as he finds them and assumes the risk of liability.⁴²

Therefore, when petitioner EMS Phils. re-hired Bauzon and issued a fit-to-work certification despite full knowledge of his medical condition, it assumed the risk of any liability that may arise from said condition.

Bauzon's employment had contributed to the development of his illness, even if it was pre-existing at the time of his employment.

We have repeatedly held that in order for an illness to be compensable, it is enough that the employment had contributed, even to a small degree, to the development of the disease.⁴³

In *Wallem Maritime Services, Inc. v. National Labor Relations Commission (Wallem)*,⁴⁴ the seafarer was hired as a utility personnel. Three months after he was repatriated, he died of a lung ailment. The autopsy report showed disseminated intravascular coagulations, septecalmia, pulmonary congestion, and multiple intestinal obstruction secondary to multiple adhesions as his cause of death. The company alleged that the seafarer, Faustino, was not

³⁹ *Id.*

⁴⁰ *Magat v. Interorient Maritime Enterprises, Inc.*, 829 Phil. 570 (2015).

⁴¹ *Id.* at 583.

⁴² *Inter-Orient Maritime, Inc. v. Conda*, 711 Phil. 628-641 (2013).

⁴³ *C. F. Sharp Crew Management, Inc. v. Local Union of Repaso*, 780 Phil. 645, 675 (2016).

⁴⁴ 376 Phil. 738 (1999).

entitled to sickness benefits. In ruling in favor of Faustino, this Court pronounced:

Furthermore, before Faustino Inductivo was made to sign the employment contract with petitioners he was required to undergo, as a matter of procedure, medical examinations and was declared fit to work by no less than petitioners' doctors. Petitioners cannot now be heard to claim that at the time Faustino Inductivo was employed by them he was afflicted with a serious disease, and that the medical examination conducted on the deceased seaman was not exploratory in nature such that his disease was not detected in the first instance. Being the employer, petitioners had all the opportunity to pre-qualify, screen and choose their applicants and determine whether they were medically, psychologically and mentally fit for the job upon employment. The moment they have chosen an applicant they are deemed to have subjected him to the required pre-qualification standards.

But even assuming that the ailment of Faustino Inductivo was contracted prior to his employment on board "MT Rowan," this is not a drawback to the compensability of the disease. It is not required that the employment be the sole factor in the growth, development or acceleration of the illness to entitle the claimant to the benefits provided therefor. It is enough that the employment had contributed, even in a small degree, to the development of the disease and in bringing about his death.

It is indeed safe to presume that, at the very least, the nature of Faustino Inductivo's employment had contributed to the aggravation of his illness — if indeed it was pre-existing at the time of his employment — and therefore it is but just that he be duly compensated for it. It cannot be denied that there was at least a reasonable connection between his job and his lung infection, which eventually developed into septicemia and ultimately caused his death. As a utilityman on board the vessel, he was exposed to harsh sea weather, chemical irritants, dusts, etc., all of which invariably contributed to his illness.

Neither is it necessary, in order to recover compensation, that the employee must have been in perfect condition or health at the time he contracted the disease. Every workingman brings with him to his employment certain infirmities, and while the employer is not the insurer of the health of the employees, he takes them as he finds them and assumes the risk of liability. If the disease is the proximate cause of the employee's death for which compensation is sought, the previous physical condition of the employee is unimportant and recovery may be had therefor independent of any pre-existing disease.⁴⁵ (*Emphasis supplied*)

This Court finds that the nature of Bauzon's employment had contributed to the aggravation of his illness. We reiterate that the nature of his job as an Able Seaman exposed him to harsh sea weather, chemical irritants, dusts, heat, stress brought about by being away from his family, and long hours of work,⁴⁶ all of which invariably contributed to his illness. Under these circumstances, there was at least a reasonable connection between his job and his ailment.

⁴⁵ *Id.* at 746-748.

⁴⁶ See also *De Leon v. Manila Trans. Inc.*, *supra* note 25.

The findings of the NLRC on the matter are accurate. "Dietary provisions causing ailment of various kinds while on board ocean-going or high seas vessels are becoming common to seafarers. This could be attributed to food that are high on fat and low in fiber that are purchased on a month long basis and partaken during long voyage".⁴⁷ Thus, in *Leonis Navigation Co., Inc. v. Villamater*,⁴⁸ We pointed out that:

Diets high in fat are believed to predispose humans to colorectal cancer. In countries with high colorectal cancer rates, the fat intake by the population is much higher than in countries with low cancer rates. It is believed that the breakdown products of fat metabolism lead to the formation of cancer-causing chemicals (carcinogens). Diets high in vegetables and high-fiber foods may rid the bowel of these carcinogens and help reduce the risk of cancer.⁴⁹

In view of Bauzon's duties and responsibilities as an Able Seaman, coupled with the constricted diet among seafarers, We find that his employment contributed to the aggravation and development of his ailment. In the more recent case of *De Leon v. Maunlad Trans, Inc.*⁵⁰ wherein this Court granted the petitioner seafarer his disability benefits, We reiterated our earlier holding that:

[I]t is not required that the employment be the sole factor in the growth, development or acceleration of the illness to entitle the claimant to the benefits provided [therefor].

It is enough that the employment had contributed, even to a small degree, to the development of the disease x x x.⁵¹ (*Emphasis supplied*)

Lastly, We find it relevant to state that the POEA-SEC is designed primarily for the protection and benefit of Filipino seamen in the pursuit of their employment on board ocean-going vessels. Its provisions must, therefore, be construed and applied fairly, reasonably, and liberally in favor or for the benefit of the seafarers and their dependents. Only then can its beneficent provisions be fully carried into effect.⁵²

WHEREFORE, the instant Petition is hereby **DENIED**. The assailed Court of Appeals' August 31, 2012 Decision and December 26, 2012 Resolution in CA-G.R. SP No. 124554 are hereby **AFFIRMED**. Costs on petitioners.

⁴⁷ *Rolla*, p. 431.

⁴⁸ 628 Phil. 81 (2010).

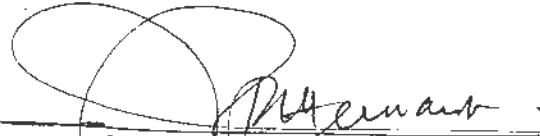
⁴⁹ *Id.*, at 98.

⁵⁰ *Supra* note 35.


⁵¹ *Id.*, at 541.


⁵² *Wallem Maritime Services, Inc. v. National Labor Relations Commission*, *supra* note 44 at 749; See also *C.F. Sharp Crew Management, Inc. v. Legal Heirs of Repiso*, *supra* note 43 at 668; *Racelis v. United Philippine Lines, Inc.*, 746 Phil. 758, 772 (2014).

SO ORDERED.


RAMON PAUL L. HERNANDO
Associate Justice

WE CONCUR:


MARVIC M. V. F. LEONEN
Associate Justice
Chairperson



HENRI JEAN PAUL B. INTING
Associate Justice


EDGARDO L. DELOS SANTOS
Associate Justice


JHOSEP Y. LOPEZ
Associate Justice

ATTESTATION

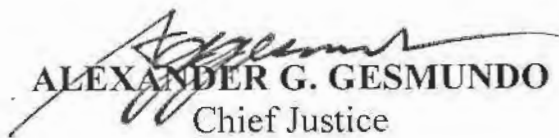
I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



MARVIC M. V. F. LEONEN
Associate Justice
Chairperson

CERTIFICATION

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.



ALEXANDER G. GESMUNDO
Chief Justice

CERTIFIED TRUE COPY

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MISAELO DOMINGO C. BATTUNG III
Division Clerk of Court
Third Division
FEB 18 2022

