Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

UNITED PHILIPPINES LINES, INC. AND/OR HOLLAND AMERICA LINE WESTOURS, INC. AND/OR JOSE GERONIMO CONSUNJI,
Petitioners,

- *versus* -

JUANITO P. ALKUINO, JR.,
Respondent.

G.R. No. 245960

Present:

LEONEN, *J., Chairperson,*
HERNANDO,
INTING,
ROSARIO,* and
LOPEZ, J., *JJ.*

Promulgated:

July 14, 2021
MisDOCBatt

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DECISION

INTING, *J.*:

Before the Court is a Petition for Review on *Certiorari*[1] filed under Rule 45 of the Rules of Court assailing the Decision[2] dated August 10, 2018 and the Resolution[3] dated March 7, 2019 of the Court of Appeals (CA) in CA-G.R. SP No. 148218 which sustained the Decision[4] dated August 8, 2016 of the National Conciliation Mediation Board (NCMB)-Panel of the Voluntary Arbitrators (PVA) finding Juanito P. Alkuino, Jr. (respondent) entitled to permanent and total disability benefits in the amount of US$72,000.00 with modification in that Jose Geronimo Consunji (Consunji), the owner and president of United Philippines Lines, Inc. (UPLI), is absolved from any liability.[5]

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* Designated additional member per Special Order No. 2835 dated July 15, 2021.

1 *Rollo*, pp. 35-69.

2 *Id.* at 16-29; penned by Associate Justice Gabriel T. Robeniol, with Associate Justice Edwin D. Sorongon and Associate Justice Ma. Luisa Quijano-Padilla, concurring.

3 *Id.* at 31-33.

4 *Id.* at 170-178; penned by MVA Leticia E. Sablan with MVA Bayani G. Diwa and MVA Rodolfo G. Palattao, concurring.

5 *Id.* at 28

The Antecedents

On November 24, 2014, UPLI hired respondent as Assistant Stage Manager for and on behalf of its foreign principal, Holland America Line Westours, Inc. (Holland), under a four-month contract on board the vessel "Westerdam." His task was to assist the Manager, supervise, and organize the stage before, during, and after every show in the vessel.[6] His employment was covered by a Collective Bargaining Agreement (CBA)[7] denominated as HAL AMOSUP CBA covering the period January 1, 2015 to December 31, 2017.[8]

Prior to his employment, respondent underwent a pre-employment medical examination wherein he was declared fit for sea duties.[9]

While on board the vessel on March 20, 2015, respondent started to feel back pains after he moved several boxes to be used for the show. He ignored the pain and continued working. Later on, he began experiencing lower back pains with right leg numbness, described as sharp and severe when aggravated by movement. When he could hardly move his body, he reported his condition to his superior. The ship doctor then gave him pain relievers. As the pain persisted, the superior officer sent respondent to an orthopedic doctor at Spine Solutions Clinic in Florida, U.S.A. where he was initially assessed to have *arthralgia of lumbar spine, lumbar disc disorder without myelopathy.*[10] On April 13, 2015, respondent was repatriated for medical reasons.[11]

On April 16, 2015, respondent arrived in the Philippines. UPLI placed respondent under the care of Shiphealth, Inc. and referred him to the orthopedic spine surgery service. He underwent magnetic resonance imaging (MRI) and was diagnosed with disc degeneration, L4-L5, for which he was advised to undergo physical therapy (PT) sessions.[12]

After respondent completed his PT sessions, the company-designated physician advised respondent to undergo surgical procedure,

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6 *Id.* at 17.
7 *Id.* at 294-312.
8 *Id.*
9 *Id.* at 170.
10 *Id.* at 279.
11 *Id.* at 17.
12 *Id.* at 18

transforaminal interlumbar fusion (TILF), L4-L5 on June 15, 2015.[13] Skeptical of the procedure, respondent asked for more time to decide. As such, UPLI referred respondent to another orthopedic spine surgeon, who also recommended surgery. However, respondent refused to undergo the surgical procedure and chose to have treatment and PT sessions.[14]

On August 5, 2015, respondent completed his third PT session. The company-designated physician issued a Final Medical Report[15] declaring respondent as "*deemed maximally medically improved*" because definitive management was no longer possible on account of his refusal to undergo surgery.[16] The company-designated physician finally declared him partially and permanently disabled with Grade 8 impediment—moderate rigidity or 2/3 loss of motion or lifting power of the trunk.[17]

Unsatisfied, respondent consulted his doctor of choice, Dr. Manuel Fidel M. Magtira (Dr. Magtira), who advised him to undergo another MRI. On August 21, 2015, Dr. Magtira found him suffering from upper and lower back injuries and assessed him as permanently and totally disabled to work at his previous occupation,[18] *viz.*:

> [Respondent] continues to experience back pain. His back is stiff, making it difficult for him to bend and pick up objects from the floor. He could not lift heavy objects. Sitting or standing for a long time, makes his discomfort worse. He has difficulty running and climbing up or going down the stairs. The demands of a Seaman's work are heavy. [Respondent] has lost his pre injury capacity and is not capable of working at his previous occupation. He is now permanent[ly] disable[d].[19]

On August 28, 2015, respondent informed UPLI of the findings of his doctor of choice and requested that his case be referred to a third doctor. UPLI ignored respondent's request. Thus, respondent filed a complaint for payment of total and permanent disability benefits with the NCMB-PVA.[20]

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[13] *Id.* at 19.
[14] *Id.* at 39.
[15] *Id.* at 249-250.
[16] *Id.* at 250.
[17] See Disability Grading, *id.* at 251.
[18] *Id.* at 18.
[19] *Id.* at 285.
[20] *Id.* at 18.

In its Position Paper,[21] UPLI contended that only those with Grade 1 disability assessment are entitled to full disability compensation. It invoked that because the company-designated physician declared respondent as partially and permanently disabled with Grade 8 impediment, he was not entitled to permanent total disability benefits under the Philippine Overseas Employment Administration (POEA)-Standard Employment Contract (SEC).[22]

Moreover, UPLI argued that the company-designated physician's medical evaluation enjoys the presumption of validity and regularity absent any showing that it was fraudulently given; that because respondent failed to adduce evidence of bias, malice, or bad faith on the part of the company-designated physician, the latter's medical assessment that respondent was partially and permanently disabled should prevail.[23]

Lastly, UPLI contended that respondent was not entitled to damages and attorney's fees as it dealt with respondent in good faith; and that his claims were without merit.[24]

Ruling of the NCMB-PVA

In the Decision[25] dated August 8, 2016, the PVA found respondent entitled to permanent total disability benefits under the HAL AMOSUP CBA. It held UPLI, Holland, and Consunji jointly and severally liable in the amount of US$72,000.00. The PVA held:

> In the instant case, the company-designated physician failed to certify the complainant's fitness to return to sea duty; thus admitting his permanent disability. The company-designated physician states that the disability suffered by the complainant is Grade 8 disability but was not declared able to work in any other capacity as seafarer. In the absence of such certification, the law presumes that the employer remains in a state of temporary disability and should no certification be issued until the lapse of 240 days maximum period, the temporary disability becomes permanent in nature.

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[21] *Id.* at 224-246.
[22] *Id.* at 228.
[23] *Id.* at 230.
[24] *Id.* at 241-243
[25] *Id.* at 170-178.

Thus, the Panel rules to grant permanent and total disability benefits to the Complainant.[26]

Ruling of the CA

In the assailed Decision[27] dated August 10, 2018, the CA agreed with the PVA that respondent was entitled to permanent and total disability benefits, holding that respondent's disability had been deemed total and permanent on account of the failure of the company-designated physician to arrive at a definite assessment within the 240-day reglementary period. It ratiocinated that because respondent's illness lasted for more than 240 days without having been declared by the company-designated physician that he was fit for sea duty, his disability had been deemed total and permanent.[28]

However, while the CA agreed with the PVA that respondent was entitled to permanent total disability benefits, it held that there is no legal basis to hold Consunji solidarily liable to respondent as it did not act in bad faith in denying respondent's claim for total and permanent disability benefits.[29]

The parties filed their respective motions for reconsideration but were denied in the Resolution[30] dated March 7, 2019.

Hence, this petition.

Issues

(1) Whether the disability of respondent is permanent and total or merely partial and permanent.

(2) Whether Consunji, the owner and President of UPLI, is solidarily liable with UPLI.

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[26] *Id.* at 176.
[27] *Id.* at 16-29.
[28] *Id.* at 25.
[29] *Id.* at 27.
[30] *Id.* at 31-33.

Our Ruling

The Court resolves for UPLI.

It is settled that only questions of law may be raised on appeal under Rule 45 for the reason that this Court is not a trier of facts.[31] Nevertheless, this Court may review the facts where the findings of the labor tribunal and the CA are capricious and arbitrary; and the CA's findings that are premised on a supposed evidence are in fact contradicted by the evidence on record, as obtaining in the present case.[32]

UPLI controverts the finding of the CA that the company-designated physician failed to arrive at a definite medical assessment within the 240-day reglementary period. UPLI asserts that respondent was actually finally declared as partially permanently disabled, with Grade 8 impediment, within the reglementary period of 120 days.

The company-designated physician issued a final medical assessment within the reglementary period of 120 days.

The Court in *Vergara v. Hammonia Maritime Services, Inc., et al*,[33] explained:

> x x x [T]he seafarer, upon sign-off from his vessel, must report to the company-designated physician within three (3) days from arrival for diagnosis and treatment. For the duration of the treatment but in no case to exceed 120 days, the seaman is on temporary total disability as he is totally unable to work. He receives his basic wage during this period until he is declared fit to work *or his temporary disability is acknowledged by the company to be permanent, either partially or totally*, as his condition is defined under the POEA Standard Employment Contract and by applicable Philippine laws. If the 120 days initial period is exceeded and no such declaration is made because the seafarer requires further medical attention, then the

[31] *Aboitiz Power Renewables, Inc. v. Aboitiz Power Renewables, Inc.*, G.R. No. 237036, July 8, 2020, citing *Soriano, Jr. v. NLRC*, 550 Phil. 111, 125 (2007).

[32] *Id.*

[33] 588 Phil. 895 (2008).

> temporary total disability period may be extended up to a maximum of 240 days, *subject to the right of the employer to declare within this period that a permanent partial or total disability already exists.* The seaman may of course also be declared fit to work at any time such declaration is justified by his medical condition.[34] (Italics supplied.)

As pronounced above, the company-designated physician may declare the seafarer fit to work or permanently disabled, either partially or totally, within the 120 or 240-day treatment period.

In *Elburg Shipmanagement Phils., Inc., et al. v. Quiogue,*[35] the rules governing a claim for total and permanent disability benefits are summarized, *viz.*:

> In summary, if there is a claim for total and permanent disability benefits by a seafarer, the following rules shall govern:
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> 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;
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> 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;
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> 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
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> 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.[36] (Italics supplied).

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[34] *Id.* at 912.
[35] 765 Phil. 341 (2015).
[36] *Id.* at 362-363.

As explained above, the following requisites must be met in determining the seafarer's condition: (1) the assessment on the seafarer's disability grading must be issued within the period of 120 or 240 days, as the case may be; and (2) the assessment must be final and definitive.

The responsibility of the company-designated physician to arrive at a definite assessment within the prescribed periods necessitates that the perceived disability rating has been properly established and inscribed in a valid and timely medical report.[37] To be conclusive and to give proper disability benefits to the seafarer, this assessment must be complete and definite; otherwise, the medical report shall be set aside and the disability grading contained therein shall be ignored.[38] As case law holds, a final and definite disability assessment is necessary in order to truly reflect the true extent of the sickness or injuries of the seafarer and his or her capacity to resume work as such.[39]

In *Kestrel Shipping Co., Inc., et al. v. Munar*,[40] the Court elucidated that the company-designated doctor is required to arrive at a definite assessment of the seafarer's fitness to work or permanent disability within the period of 120 or 240 days. Should the company doctor fail to do so, the seafarer shall be deemed totally and permanently disabled.[41]

In the case, respondent immediately reported to UPLI on April 16, 2015 after disembarking from the vessel. He then underwent MRI, treatment, and PT sessions under the care of the company-designated physician. After he was diagnosed with "disc degeneration, L4-L5," the company-designated physician advised him to undergo surgery, but he refused and chose to go through treatments and PT sessions. After he completed his third PT session, the company-designated physician finally assessed him with permanent and partial disability with Grade 8 impediment on August 5, 2015, or 111 days from the day he reported to UPLI. The company-designated physician found that no further treatment intervention can be given to respondent due to his refusal to undergo the recommended surgery. Indubitably, the Grade 8 permanent and partial disability assessment was a final and complete medical

[37] *Ampo-on v. Reinier Pacific International Shipping, Inc.*, G.R. No. 240614, June 10, 2019, citing *Pastor v. Bibby Shipping Philippines, Inc.*, G.R. No. 238842, November 19, 2018.

[38] *Id.*, citing *Orient Hope Agencies, Inc., et al. v. Jara*, 832 Phil. 380, 396 (2018) and *Olidana v. Jebsens Maritime, Inc.*, 772 Phil. 234, 245 (2015).

[39] *Id.*, citing *Sunit v. OSM Maritime Services, Inc.*, 806 Phil. 505, 519 (2017).

[40] 702 Phil. 717 (2013).

[41] *Id.* at 731.

assessment issued within the 120-day reglementary period.

A total disability only becomes permanent upon the expiration of the 120 or 240-day reglementary treatment period without a declaration of either fitness to work or the existence of a permanent disability.[42] The company-designated physician having declared respondent's disability to be permanent and partial with Grade 8 impediment after 111 days from his repatriation, respondent's disability cannot be deemed to have automatically become permanent and total.

The disability of respondent is partial and permanent

The Court in *Sunit v. OSM Maritime Services, Inc., et al.*,[43] defined permanent disability as the inability of a worker to perform his job for more than 120 days or 240 days, as the case may be, regardless of whether or not he loses the use of any part of his body. Total disability, in turn, is defined as the disablement of an employee to earn wages in the same kind of work of similar nature that he was trained for, or accustomed to perform, or any kind of work which a person of his mentality and attainments could do.[44]

In determining whether a disability is total or partial, what is crucial is whether the employee who suffered from disability could still perform his work notwithstanding the disability he met.[45] A permanent partial disability works on the premise that such partial injuries did not disable a seafarer to earn wages in the same kind of work or similar nature for which he was trained.[46]

Here, while respondent lifted pieces of equipment (boxes) in the course of his employment which allegedly caused his injury, such act was not his main responsibility as the vessel's Assistant Stage Manager. His task was to assist the manager in the preparation of the venue before, during, and after performances. This includes cueing the lighting and sound technicians; managing the backstage and onstage area during

[42] *Gomez v. Crossworld Marine Services, Inc.*, 815 Phil. 401, 419 (2017), citing *Vergara v. Hammonia Maritime Services, Inc., et al.*, *supra* note 29 at 912.

[43] 806 Phil. 505 (2017).

[44] *Galant Maritime Corp. v. Laud*, G.R. No. 209239 (Notice), July 8, 2020, citing *Crystal Shipping, Inc. v. Natividad*, 510 Phil. 332, 340 (2005).

[45] *Id.*, citing *Sunit v. OSM Maritime Services, Inc.*, *supra* note 43 at 521.

[46] *Id.*

performances; calling actors for rehearsals and performances; creating and setting up rehearsal schedules; and maintaining props and set during performances. Respondent was not primarily tasked to carry objects and pieces of equipment. As stated by Dr. Magtira, respondent's injury merely gave him difficulty to pick up objects from the floor impeding him from lifting heavy objects. Notably, the 2/3 loss of the lifting power of his trunk would not preclude him from performing his main tasks as an Assistant Stage Manager, unlike in the case of other able seamen who are expected to do strenuous manual work. Considering that respondent's injury would not disable him to earn wages in the same kind of work or similar nature for which he was trained, the company-designated physician aptly assessed his disability as partial and permanent with Grade 8 impediment.

The assessment of the company-designated physician prevails over the assessment of respondent's doctor of choice.

The Court has consistently and repeatedly upheld the findings of the company-designated physician, who has an unfettered opportunity to track the physical condition of the seaman in a prolonged period of time versus the medical report of the seafarer's personal doctor, who only examined him once.[47] In *INC Navigation Co. Philippines, Inc., et al. v. Rosales*,[48] the Court ruled:

> Even granting that the complaint should be given due course, we hold that the company-designated physician's assessment should prevail over that of the private physician. The company-designated physician had thoroughly examined and treated Rosales from the time of his repatriation until his disability grading was issued, which was from February 20, 2006 until October 10, 2006. In contrast, the private physician only attended to Rosales once, on November 9, 2006. This is not the first time that this Court met this situation. Under these circumstances, the assessment of the company-designated physician is more credible for having been arrived at after months of medical attendance and diagnosis, compared with the assessment of a private physician done in one day on the basis of an examination or existing medical records.[49]

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[47] *Silagan v. Southfield Agencies, Inc., et al.*, 793 Phil. 751, 763-764 (2016).
[48] 744 Phil. 774 (2014).
[49] *Id.* at 789.

In this case, the company-designated physician had thoroughly examined and treated respondent from the time of his repatriation until his disability grading was issued from April 16, 2015 until August 5, 2016. Under the care of the company-designated physician, respondent was diagnosed with "disc degeneration, L4-L5" and underwent treatments, MRI, and PT sessions. The company-designated physician determined the need of respondent to undergo surgery but he refused. Notably, the company-designated physician even referred respondent to another Orthopedic Spine Surgeon who recommended that he must undergo surgery. However, respondent declined and instead chose to have sessions of treatment and PT which the company-designated physician provided until August 5, 2015. In contrast, Dr. Magtira attended to respondent only once, or on August 21, 2015.

Under the circumstances, the assessment of the company-designated physician is more credible for having been arrived at after months of medical attendance and diagnosis, compared with the assessment of respondent's doctor of choice done merely in one day.

Respondent is entitled to the compensation benefits provided under the HAL AMOSUP CBA.

In *Falcon Maritime and Allied Services, Inc. v. Pangasian*,[50] the Court pronounced:

> It is well settled that the entitlement of a seafarer on overseas employment 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] of the Labor Code of the Philippines in relation to Section 2(a), Rule X of the Amended Rules on Employee Compensation. By contract, the material contracts are the 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.[51]

Article 22.2.3[52] of the CBA between Holland (as represented by

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[50] G.R. No. 223295, March 13, 2019.
[51] *Id.*
[52] *Rollo*, p. 307.

UPLI) and AMOSUP provides:

> "22.2.3 DISABILITY INSURANCE -- An Officer/Petty Officer who suffers an illness or injury during the term of the Individual Employment Contract, through no fault of his/her own, including accidents or illnesses occurring while traveling to or from the Vessel at the request of the COMPANY or its agent, or as a result of a marine peril and whose ability to work is reduced as a result thereof, will receive from the COMPANY, in addition to his/her Vacation Pay, a disability compensation calculated on the basis of the POEA's schedule of disability or impediment for injuries at a percentage recommended by the COMPANY designated Physician. The amount of US$60,000.00 will be the basis in arriving at the amount payable by the COMPANY.[53]

The above-quoted provision of the CBA is clear: the injured seafarer shall be entitled to a disability compensation calculated on the basis of the POEA's schedule of impediment at the grade recommended by the company-designated physician. The amount of US$60,000.00 will be the basis in arriving at the amount payable.

As earlier discussed, the company-designated physician assessed respondent with Grade 8 partial permanent disability — moderate rigidity or (2/3) loss of motion or lifting power of the trunk — the degree of which is 33.59% under Section 32 of the POEA-SEC. Considering that the amount of US$60,000.00 is the basis in arriving at the amount payable to the injured seafarer. respondent's disability benefit is computed in the following manner:

33.59% (degree of disability) x US$60,000.00 = US$20,154.00.

All told, respondent is entitled to a partial and permanent disability benefit in the amount of US$20,154.00.

Consunji, the owner and president of UPLI, is solidarily liable with UPLI in the amount of US$20.154.00.

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[53] *id.*

Section 10 of Republic Act No. (RA) 8042,[54] otherwise known as the "*Migrant Workers and Overseas Filipinos Act of 1995*," as amended by Section 7 of RA 10022,[55] reads:

> SEC. 10. *Money Claims.* — Notwithstanding any provision of law to the contrary, the Labor Arbiters of the National Labor Relations Commission (NLRC) shall have the original and exclusive jurisdiction to hear and decide, within ninety (90) calendar days after the filing of the complaint, the claims arising out of an employer-employee relationship or by virtue of any law or contract involving Filipino workers for overseas deployment including claims for actual, moral, exemplary and other forms of damage. x x x
>
> The liability of the principal/employer and the recruitment/placement agency for any and all claims under this section shall be joint and several. This provision shall be incorporated in the contract for overseas employment and shall be a condition precedent for its approval. The performance bond to [be] filed by the recruitment/placement agency, as provided by law, shall be answerable for all money claims or damages that may be awarded to the workers. *If the recruitment/placement agency is a juridical being, the corporate officers and directors and partners as the case may be, shall themselves be jointly and solidarily liable with the corporation or partnership for the aforesaid claims and damages.* (Italics supplied.)

Section 10 of RA 8042, as amended, expressly provides for joint and solidary liability of corporate directors and officers with the recruitment/placement agency for all money claims or damages that may be awarded to Overseas Filipino Workers.[56] While a corporate director, trustee, or officer who entered into contracts in behalf of the corporation generally cannot be held personally liable for the liabilities of the latter, in deference to the separate and distinct legal personality of a corporation, their personal liability may validly attach when they are specifically made by a particular provision of law, as in this case.[57] Thus, in the recent case of *Sealanes Marine Services Inc., et al. v. Dela Torre*,[58] the Court had sustained the joint and solidary liability of the manning agency, its foreign principal and the manning agency's

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[54] Approved on June 7, 1995.

[55] Entitled, "An Act Amending Republic Act No. 8042, Otherwise Known as the Migrant Workers and Overseas Filipinos Act of 1995, as Amended, Further Improving the Standard of Protection and Promotion of the Welfare of Migrant Workers, Their Families and Overseas Filipinos in Distress, and for Other Purposes," approved on March 8, 2010.

[56] *Domasing v. Siarot*, G.R. No. 225444 (Notice), February 19, 2018

[57] *Id.*

[58] 754 Phil. 380 (2015).

President in accordance with Section 10 of RA 8042, as amended.[59] Indubitably, Consunji, as the owner and President of UPLI, is solidarily liable with the latter in the amount of US$20,154.00 representing respondent's partial and permanent disability benefits.

The Court deletes the attorney's fees awarded in favor of respondent for lack of factual and legal basis.

WHEREFORE, the petition is **GRANTED**. The Decision dated August 10, 2018 and the Resolution dated March 7, 2019 of the Court of Appeals in CA-G.R. SP No. 148218 are **MODIFIED** in that petitioners United Philippine Lines, Inc. and Jose Geronimo Consunji are ordered to jointly and severally pay respondent Juanito P. Alkuino, Jr. the amount of US$20,154.00, or its equivalent amount in Philippine currency at the time of payment, representing partial and permanent disability benefits.

SO ORDERED.

HENRI JEAN PAUL B. INTING
Associate Justice

WE CONCUR:

MARVIC M.V.F. LEONEN
Associate Justice
Chairperson

RAMON PAUL L. HERNANDO
Associate Justice

RICARDO R. ROSARIO
Associate Justice

JHOSEP Y. LOPEZ
Associate Justice

[59] *Id.* at 390-391.

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