Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

DIONISIO M. REYES,
Petitioner,

- *versus* -

MAGSAYSAY MITSUI OSK MARINE INC., MOL SHIPMANAGEMENT CO., LTD., and/or CAPT. FRANCISCO MENOR,
Respondents.

G.R. No. 209756

Present:

LEONEN, *J.*, *Chairperson*,
HERNANDO,*
INTING,
DELOS SANTOS, and
LOPEZ, J., *JJ.*

Promulgated:

June 14, 2021

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DECISION

LOPEZ, J., *J.*:

A definite declaration by the company-designated physician is an obligation, the abdication of which indubitably transforms the temporary total disability to permanent total disability, regardless of the disability grade.[1]

Challenged before this Court *via* this Petition for Review on *Certiorari*[2] under Rule 45 of the Rules of Court is the August 1, 2013 Decision[3] and the November 5, 2013 Resolution[4] of the Court of Appeals (*CA*) in CA-G.R. SP No. 122004, which affirmed the June 17, 2011 Decision[5] and August 31, 2011 Resolution[6] of the National Labor Relations Commission (*NLRC*).

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* On wellness leave.

1 *See Tamin v. Magsaysay Maritime Corporation,* 794 Phil. 286, 301 (2016).

2 *Rollo*, pp. 8-24.

3 penned by Associate Justice Samuel H. Gaerlan (now a member of this Court), with Associate Justices Rebecca L. De Guia-Salvador and Apolinario D. Bruselas, Jr., concurring; *id.* at 26-39.

4 *Rollo*, p. 41.

5 *Id.* at 72-81.

The Antecedent Facts

As borne from the records, the following are the facts:

Dionisio M. Reyes (*petitioner*) is a seafarer by profession. On February 4, 2009, petitioner entered into a contract of employment[7] with Magsaysay Mitsui OSK Marine, Inc., in behalf of its principal Mol Shipmanagement Co., Ltd. (*respondents*), to work as a bosun on board the vessel M/V Yahagi Maru. He was declared fit for sea duty upon undergoing the mandatory Pre-Employment Medical Examination (*PEME*).[8]

On August 20, 2009 during his deployment, petitioner figured in an accident while climbing the stairs on board, falling from a height of 15 meters. He was immediately rushed to the St. Elizabeth Hospital in General Santos City for emergency treatment.[9] Thereafter, he was referred to the company-designated physicians for further medical attention. During the course of his treatment, he was diagnosed with "Pulmonary Contusion Right with Pleural Effusion (hemothorax) S/P CTT Right Aug. 20, 2009 Gen. Santos City, Subcutaneous Emphysema Right Lateral Hemithorax, Complete Oblique Fracture Right Clavicle, Multiple Fracture Right 3rd, 5th, 6th, and 8th Posterior Ribs. S/P ORIF Right Clavicle (August 29, 2009)."[10]

Petitioner alleges that after several months of therapy, he was contacted by respondents, informing him that they could no longer keep him in their pool of seafarers due to the extent of his injuries. Surprised, he demanded to examine his medical records, which went unheeded. Such inattentiveness prompted him to seek a second medical opinion from a private physician, Dr. Renato P. Runas (*Dr. Runas*), on November 9, 2009, who found him permanently disabled and unfit to return to sea duty.[11]

In accordance with the CBA, petitioner subsequently entered into a series of grievance conferences to address the issue of his disability benefits. During such conferences, petitioner contended that he kept on insisting that he be subjected to an independent physician, taking into account the findings of Dr. Runas. The agreements ended in a deadlock due to the failure of the parties to agree on the issue of disability.[12]

Thus, petitioner filed the instant complaint with the Labor Arbiter (*LA*) on January 25, 2010. During the mandatory conciliation and mediation

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6 *Id.* at 83-84.
7 *Id.* at 142.
8 *Id.* at 27.
9 *See* Medical Certificate, *id.* at 109.
10 *See* Progress Report, *id.* at 143-144.
11 *See* Medical Evaluation Report, *id.* at 112-113.
12 *Id.* at 27.

proceedings, petitioner reiterated that his requests to be subjected to the final and binding opinion of a third independent physician was consistently refused by respondents.

On the other hand, respondents asseverated that upon transfer from the St. Elizabeth Hospital, petitioner received sufficient treatment from the company-designated physicians.[13] In fact, on September 2, 2009, petitioner underwent open reduction with internal fixation (ORIF) right clavicle at the respondents' expense. He was discharged on September 9, 2009, and in a follow-up check-up on October 14, 2009, he was noted to have "good alignment of the fracture fragments." His sutures were removed and was prescribed with the corresponding medications while being referred to physical therapy. Finally, in a medical report dated December 18, 2009, petitioner was declared fit to work. Notwithstanding such declaration, which went unquestioned, respondents were surprised to receive notice that petitioner filed the instant complaint on January 25, 2010, claiming payment of permanent disability benefits.[14]

Labor Arbiter's Ruling

On October 7, 2010, the LA rendered a Decision,[15] the dispositive portion of which reads:

> **WHEREFORE,** premises considered, judgment is hereby rendered ordering respondents Magsaysay Mitsui OSK Marine, Inc. and MOL Shipmanagement Co., Ltd. to pay complainant Dionisio Reyes jointly and severally the amount of ONE HUNDRED EIGHTEEN THOUSAND DOLLARS (US$ 118,000.00) as disability benefits or its peso equivalent at the time of payment and attorney's fees equivalent to ten percent (10%) of the award made in the amount of US$11,800.00.
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> Claims for moral and exemplary damages are dismissed for want of basis.
>
> **SO ORDERED.**[16]

In the Decision, the LA sustained petitioner's claim of disability benefits, as he was on board the vessel when he incurred the accident. While the procedure in the Philippine Overseas Employment Administration-Standard Employment Contract (*POEA-SEC*) requires that it is the company-designated physicians who determine a seafarer's fitness to work as well as his/her degree of disability, a claimant may still dispute such findings by consulting another doctor. In such a case, the medical report issued by the latter shall still be evaluated by the LA. Here, notwithstanding

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13 *See* Respondent's Position Paper, *id.* at 114-140.
14 *Id.* at 116-117.
15 *Id.* at 169-182.
16 *Id.* at 181.

the medical treatments afforded by the company-designated physicians, the LA was convinced to accept the findings of Dr. Runas that due to the extent of his injuries, he can no longer return to sea duty and is entitled to 100% permanent disability compensation.

Aggrieved, respondents filed an appeal with the NLRC.[17]

Ruling of the National Labor Relations Commission

On appeal, the NLRC reversed the Decision of the LA, thus:

> **WHEREFORE,** premises considered, respondents' appeal is **GRANTED.** The Decision dated October 7, 2010 is **VACATED** and **SET ASIDE,** and a new one entered dismissing the complaint for lack of merit.
>
> **SO ORDERED.**[18]

Contrary to the conclusion reached by the LA, the NLRC stated that whatever medical condition that petitioner suffered while under contract with respondents has been resolved with the issuance of a certificate of fitness to work by the company-designated physicians. It cited *German Marine Agencies, Inc., et al. v. NLRC et al.*,[19] where this Court decreed that in order to claim disability benefits under the POEA-SEC, it is the company-designated physician who must proclaim that the seafarer suffered a permanent disability whether total or partial due to either injury or illness during the term of the latter's employment. In this case, the company-designated physicians were the same doctors who had monitored and supervised petitioner's medical status following his repatriation, and had issued the assessment with respect to the various medical complaints that attended his accident, particularly with respect to his basal surgery to address his fracture and other related medical conditions. The NLRC gave scant consideration to the findings of Dr. Runas, as the same was merely a product of a single medical consultation.

Unsatisfied, petitioner sought relief via a motion for reconsideration,[20] which was denied by the NLRC in a Resolution[21] dated August 31, 2011 for failure to raise any new matter of substance to compel a reconsideration of the assailed decision.

Thus, petitioner elevated the case to the CA via a petition for *certiorari* under Rule 65 of the Rules of Court.

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17 *See* Notice of Appeal with Memorandum of Appeal, *id.* at 183-211.
18 *Id.* at 80.
19 403 Phil. 572, 588 (2001).
20 *Rollo*, pp. 250-257.
21 *Id.* at 83-84.

Ruling of the Court of Appeals

On August 1, 2013, the CA found the instant petition bereft of merit, affirming the assailed Decision and Resolution of the NLRC. The *fallo* of the Decision is as follows:

> **WHEREFORE,** premises considered, the instant petition is hereby **DENIED.** The assailed 17 July 2011 Decision and 31 August 2011 Resolution of the National Labor Relations Commission are both **AFFIRMED.**
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> **SO ORDERED.**[22]

The CA resolved that the NLRC did not commit grave abuse of discretion, thereby denying petitioner's entitlement to permanent and total disability benefits. It ruled that while the seafarer may dispute the initial assessment of the company-designated physician by seeking a second opinion and consult a doctor of his/her choice, he/she must comply with the mandatory procedure to dispute such findings. Here, petitioner failed to seasonably dispute the "fit to work" certification, having consulted Dr. Runas while he was still undergoing treatment and medications with the company-designated physicians. Thus, there was no final assessment to contest. Connectedly, the CA concluded that without the second medical opinion from petitioner's doctor of choice seasonably disputing the company-designated physicians' final assessment, there is absolutely no basis for petitioner's insistence to subject him to a third doctor's final and binding opinion. Lastly, the CA similarly rejected petitioner's claim that his non-rehiring was apparent proof of his permanent disability. Notably, there appears no iota of evidence to show that petitioner sought re-employment with the respondents, or even sought employment as a seafarer elsewhere.

Petitioner moved for reconsideration,[23] which the CA denied in a Resolution[24] dated November 5, 2013, finding no cogent or compelling reason to modify or reverse its earlier ruling.

Hence, the instant petition.

Issue/s

Petitioner raises the following issues for the resolution of this Court:

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22 *Id.* at 38.

23 *See* Motion for Reconsideration, *id.* at 42-52.

24 *Id.* at 41.

1. Whether the Court of Appeals committed serious reversible error of law in concluding that the medical assessment of petitioner's doctor of choice (Dr. Renato Runas) was premature;
2. Whether the Court of Appeals committed serious reversible error in law when it ruled that the petitioner is not permanently disabled despite the lapse of the 120 day period.[25]

In their Comment,[26] respondents argue, among other points, that the CA judiciously sustained the undisputed fit to work declaration of the company-designated physicians. They submit that the presentation of a prematurely issued medical report from a doctor who was never privy to petitioner's treatment and while he was still undergoing continuous treatment with the company physicians, cannot be considered credible evidence to justify petitioner's exaggerated claim for total and permanent disability benefits.

In his Reply,[27] petitioner counters that the final report issued by the company-designated physicians solely pertains to the treatment of his right shoulder, without any reference to his other conditions that likewise need adequate treatment. He adds that it was well within his right to seek a second medical opinion when he became dubious of the findings of the company-designated physicians. He insists that he was only forced to seek recourse from Dr. Runas when the respondents unreasonably refused to furnish him with copies of his medical certificates and documents. He likewise asseverates that Dr. Runas' medical report must be given more weight: compared with the assessment of the company-designated physicians, Dr. Runas' report appears to be more descriptive and broader in scope, categorically stating that petitioner "should no longer be allowed to board and work in any sea vessel and declared unfit for sea duties permanently."

This Court's Ruling

The crux of the entire controversy is nestled on the argument that petitioner is entitled to permanent and total disability benefits.

After a judicious review of the records, the Court resolves to grant the petition.

Prefatorily, this Court is aware of the well-settled principle that questions of fact are proscribed in Rule 45 Petitions. As a trier of law and not of facts, it is not bound to analyze and recalibrate the evidence already considered below, as factual findings of the appellate courts are "final, binding, or conclusive on the parties and upon this Court."[28] As an

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25 *Id.* at 14.
26 *See* Comment, *id.* at 267-298.
27 *Id.*
28 *Pascual v. Burgos, et al.*, 776 Phil. 167, 182 (2016).

exception, however, this Court may re-examine evidence when the judgment is based on a misapprehension of facts; when the findings of facts of lower courts are conflicting; or when the findings of facts are premised on the supposed absence of evidence but which are contradicted by the evidence on record.[29] In this case, there is sufficient reason to apply the foregoing exceptions considering the different factual conclusions of the LA and the NLRC, as later affirmed by the CA, regarding the liability of respondents.

It is well entrenched that the entitlement of a seafarer on overseas employment to disability benefits is governed by law, the parties' contracts, and by medical findings.[30]

By law, Article 192(c)(1) of the Labor Code initially defines permanent and total disability of laborers, *viz.*:

> ART. 192. *Permanent Total Disability*
>
> (c) The following disabilities shall be deemed total and permanent:
>
> (1) Temporary total disability lasting continuously for more than one hundred twenty days, except as otherwise provided in the Rules.

The Rules above-mentioned refer to Rule X, Section 2 of the Amended Rules on Employees' Compensation, which implemented Book IV of the Labor Code, and expound on the income benefit of an employee's disability:

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

Pertaining specifically to seafarers, Section 20(A)(3)[31] of the POEA-SEC, as echoed by jurisprudence,[32] emphasizes that when a seafarer suffers

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29 *Great Southern Maritime Services Corp. and IMC Shipping Co., Pte. Ltd. v. Leonila Surigao, for Herself and in Behalf of Her Minor Children, namely Kaye Angeli and Miriam, both surnamed Surigao,* 616 Phil. 758, 764 (2009).

30 *Falcon Maritime and Allied Services, Inc., et al. v. Angelito B. Pangasian,* G.R. No. 223295, March 13, 2019.

31 SECTION 20. COMPENSATION AND BENEFITS
COMPENSATION AND BENEFITS FOR INJURY OR ILLNESS
The liabilities of the employer when the seafarer suffers work-related injury or illness during the term of his contract are as follows:
3. In addition to the above obligation of the employer to provide medical attention, the seafarer shall also receive sickness allowance from his employer in an amount

a work-related injury or illness in the course of employment, it is the company-designated physician who is obligated to arrive at an assessment of the seafarer's fitness, which would become the basis for seeking monetary benefits.

To be clear, the company-designated physician is not given an unlimited time within which to arrive at a definite assessment of a seafarer's fitness. In *Elburg Shipmanagement Phils., Inc. v. Quiogue*,[33] this Court seized the opportunity to harmonize the perceived conflicting decisions on the period within which the company-designated physician must issue a certification of fitness or disability rating as the case may be, to wit:

> 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.

Aside from the prescribed periods within which to comply, this Court has likewise underscored that the assessment of the company-designated physician of the seafarer's fitness to work or permanent disability within the period of 120 or 240 days must be *definite*. It is incumbent upon the company-designated physician to adequately establish the disability ratings of seafarers in a conclusive medical assessment. To be conclusive, a medical assessment must be complete and definite to reflect the seafarer's true condition and to give the correct corresponding disability benefits.[34] The Court in *Sunit v. OSM Maritime Services, Inc., et al.*[35] explained, thus:

> 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

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equivalent to his basic wage computed from the time he signed off **until he is declared fit to work or the degree of disability has been assessed by the company-designated physician**." (Emphasis ours)

32 *Gamboa v. Maunlad Trans, Inc. and/or Rainbow Maritime Co., Ltd. and Capt. Silvino Fajardo*, G.R. No. 232905, August 20, 2018, 878 SCRA 180.

33 765 Phil. 341, 362-363 (2015).

34 *Magsaysay Mol Marine, Inc., et al. v. Altraje*, 836 Phil. 1061, 1077-1078 (2018).

35 806 Phil. 509, 519 (2017). (Emphasis ours)

> capacity to resume work as such. Otherwise, the corresponding disability benefits awarded might not be commensurate with the prolonged effects of the injuries suffered.

If the company-designated physician fails to arrive at a definite assessment, the law steps in to declare the seafarer totally and permanently disabled and shall be cause to entitle him to the corresponding benefits. As enunciated in *Kestrel Shipping Co., Inc., et al. v. Munar*:[36]

> Moreover, the company-designated physician is expected to arrive at a definite assessment of the seafarer's fitness to work or permanent disability within the period of 120 or 240 days. **That should (sic) he fail to do so and the seafarer's medical condition remains unresolved, the seafarer shall be deemed totally and permanently disabled.**

Jurisprudence is replete with cases wherein tardy, doubtful, and incomplete medical assessments, even if issued by a company-designated physician, have been set aside by the Court, causing the seafarer to be declared totally and permanently disabled.[37]

In *Libang, Jr. v. Indochina Ship Management, Inc.*,[38] the seafarer suffered from numbness on the left side of his face, difficulty in hearing, blurred vision, and speech impediments while aboard the vessel. Unfortunately, the company-designated physician, albeit the issuance of a medical certificate, likewise declared that it was difficult to state whether his illnesses were pre-existing conditions. Thus, this Court ruled that such medical certificate must be set aside as the "assessment was evidently uncertain and the extent of his examination for a proper medical diagnosis is incomplete."

In *Island Overseas Transport Corp., et al. v. Beja*,[39] a seafarer suffered a knee injury during his term of employment. Upon repatriation, he was referred to a company-designated physician who recommended an operation. Around a month after the operation, the company-designated physician rendered Grades 10 and 13 partial disability grading of his medical condition. Despite such assessment, the Court considered the same as tentative as the seafarer was still required to continue his physical therapy sessions. It further noted that the report did not even explain how he arrived at the disability assessment or provided any justification for his conclusion that the seafarer was suffering from Grades 10 and 13 disability.

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36 702 Phil. 717, 731 (2013). (Emphasis ours)
37 *Olidana v. Jebsens Maritime, Inc.*, 772 Phil. 234, 245 (2015).
38 743 Phil. 286, 299 (2014).
39 774 Phil. 332, 347 (2015).

In *Carcedo v. Maine Marine Phils., Inc., et al.*,[40] the seafarer figured in an accident involving his foot during his employment. Despite being issued a disability assessment of "8% loss of first big toe and some of its metatarsal bone," he was still required to seek further treatments and undergo amputation; eventually, he passed away. In ruling for the seafarer, the Court concluded that the company-designated physician's disability assessment was nowhere near definite, and having failed to issue a final assessment, the seafarer was certainly under permanent total disability.

Similarly, in *Multinational Ship Management, Inc. v. Briones*,[41] respondent, while in the course of her tour of duty, experienced back pain, and was eventually diagnosed with a lumbar spine problem. Despite being cleared from the cause of her repatriation, she still continued to suffer from back pain. In finding for total disability, this Court concluded that the findings of the company-designated physician lacked substantiation on the medical condition of respondent. What was clear, however, was that she has not fully recovered from her injury as she was advised to continue home exercises and that "pain is foreseen to improve with time."

Here, the Court cannot consider the company-designated physicians' finding of petitioner's fitness to work, because it is deficient. While it cannot be denied that petitioner was receiving medical attention from the company-designated physicians for more than four (4) months since his repatriation, even returning for subsequent check-ups on October 14, 2009,[42] as well as November 18, 2009,[43] a perusal of the Final Report dated December 18, 2009[44] would reveal that the same is not definite and conclusive; similar to the antecedents in *Island Overseas Transport, Corp., Carcedo,* and *Multinational,* despite petitioner being discharged from a physical therapy program, he was still given home instructions for further treatment, thus only being cleared from an "orthopedic standpoint." With such statements, the company-designated physicians, in effect, admit that the pain experienced by petitioner continues to subsist and that it is through complying with further home instructions that it would be expected to improve. Neither was there a clear indication as to what kind of rehabilitation was necessary, nor a specific period within which to abide with such home instructions.

Worse, through all his check-ups and tests, even prior to or subsequent to the filing of an action before the LA, petitioner did not receive any medical assessment regarding his condition; thus, while the records were regularly issued, they were merely correspondences between the company-designated physicians and the respondents. Regrettably, the evidence proffered offers no indication that petitioner was furnished these reports.

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40 758 Phil. 166, 183 (2015).
41 G.R. No. 239793, January 27, 2020.
42 *Rollo,* p. 145.
43 *Id.* at 146.
44 *Id.* at 141.

This Court cannot overemphasize that aside from following the guidelines concerning the definiteness of the final assessment, as well as the timeliness in its issuance, company-designated physicians must, likewise, furnish their assessment to the seafarer concerned; that is to say that the seafarer must be fully and properly informed of his/her medical condition, including *inter alia,* the results of his/her medical examinations, the treatments extended to him/her, the diagnosis, and prognosis, if needed. In this regard, a company-designated physician who fails to furnish an assessment as herein interpreted and defined to the seafarer, fails to abide by due process, and consequently, fails to abide by the foregoing guidelines. For indeed, proper notice is one of the cornerstones of due process, and the seafarer must be accorded the same especially so in cases where his/her well-being is at stake.[45] Thus, being kept in the dark, petitioner cannot be faulted for securing a second opinion from a physician of his choice, which was well within his right. Indeed, his chosen doctor declared him unfit for sea duties permanently.

Therefore, for the respondents' failure to provide a conclusive medical report and to inform petitioner of his medical assessment within the prescribed period, the disability grading is, by operation of law, total and permanent.[46]

In the same vein, this Court cannot give credence to the ruling of the CA in finding that petitioner failed to comply with the mandatory procedure outlined under Section 20(A)(3) of the 2010 POEA-SEC, as the same is not applicable in this case.

Under Section 20(A)(3) of the 2010 POEA-SEC, "[if] a doctor appointed by the seafarer disagrees with the assessment, a third doctor may be agreed jointly between the employer and the seafarer. The third doctor's decision shall be final and binding on both parties." The provision refers to the declaration of fitness to work or the degree of disability.

In *Hernandez v. Magsaysay Maritime Corporation*,[47] this Court made it plain that such procedure under Section 20(A)(3) presupposes that the company-designated physician came up with a valid, final and definite assessment as to the seafarer's fitness or unfitness to work before the expiration of the 120-day period. As further emphasized in *Orient Hope Agencies, Inc., et al. v. Jara*,[48] the Court held that the third-doctor rule does not apply when there is no valid final and definitive assessment from a company-designated physician, as in this case.

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45 *Gere v. Anglo-Eastern Crew Management Phils., Inc., et al.*, 830 Phil. 695, 706 (2018).
46 *Id.* at 712.
47 824 Phil. 552, 560 (2018).
48 832 Phil. 380, 406 (2018).

Resultantly, there appears to be no occasion for the mandatory procedure outlined above, precisely because a complete, final, and definite medical assessment from the company-designated physicians is absent, aside from the fact that the so-called final report was not actually relayed to petitioner.[49] To reiterate, it is the issuance and the corresponding conveyance to the employee of the final medical assessment by the company-designated physician that triggers the application of Section 20(A)(3) of the 2010 POEA-SEC.

All told, by operation of law arising from the failure of the company-designated physicians to issue a complete, final, and definite assessment, petitioner is rightfully entitled to total and permanent disability benefits. This Court commiserates with petitioner as he cannot be expected to resume sea duties, considering his condition. Indeed, records do not show that he was further re-employed by respondents or by any other manning agency from the time of his repatriation until the filing of the instant petition.

Lastly, given that petitioner is entitled to monetary awards, this Court imposes a legal interest at six percent (6%) *per annum* on the amounts, from the date of finality of this Decision until full payment thereof, pursuant to *Nacar v. Gallery Frames.*[50]

WHEREFORE, premises considered, the instant Petition is **GRANTED.** The assailed August 1, 2013 Decision and the November 5, 2013 Resolution of the Court of Appeals in CA-G.R. SP No. 122004 are hereby **REVERSED AND SET ASIDE.** Magsaysay Mitsui OSK, Inc. and MOL Shipmanagement Co., Ltd. are jointly and severally **ORDERED** to pay Dionisio Reyes the amount of ONE HUNDRED EIGHTEEN THOUSAND DOLLARS (US$ 118,000.00) as disability benefits or its peso equivalent at the time of payment and attorney's fees equivalent to ten percent (10%) of the award. The monetary awards shall earn interest at the rate of six percent (6%) *per annum* from the finality of this Decision until full payment.

SO ORDERED.

JHOSEP Y. LOPEZ
Associate Justice

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49 *See Richie P. Chan v. Magsaysay Corporation,* G.R. No. 239055, March 11, 2020.
50 716 Phil. 267 (2013).

WE CONCUR:

MARVIC M.V.F. LEONEN
Associate Justice

On wellness leave
RAMON PAUL L. HERNANDO
Associate Justice

HENRI JEAN PAUL B. INTING
Associate Justice

EDGARDO L. DELOS SANTOS
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, Third Division

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