Republic of the Philippines
Supreme Court
Baguio City

THIRD DIVISION

SCANMAR MARITIME SERVICES, INCORPORATED, CROWN SHIPMANAGEMENT INC., LOUIS DREYFUS ARMATEURS AND M/T ILE DE BREHAT AND/OR MR. EDGARDO CANOZA, Petitioners,	**G.R. No. 212382** Present: VELASCO, JR., *J.*, *Chairperson*, DEL CASTILLO,* PEREZ, REYES, and JARDELEZA, *JJ.*
- versus -	Promulgated: April 6, 2016
EMILIO CONAG, Respondent.	

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DECISION

REYES, *J.*:

This is a Petition for Review on *Certiorari*[1] from the Decision[2] dated January 27, 2014 of the Court of Appeals (CA) in CA-G.R. SP No. 119282, which reversed the Decision[3] dated November 30, 2010 of the National Labor Relations Commission (NLRC) in NLRC LAC No. OFW(M) 09-000666-10 and ordered the reinstatement of the Decision[4] of the Labor Arbiter (LA) dated July 8, 2010 in NLRC RAB NCR Case No. (M) 02-02666-10.

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* Designated Additional Member per Raffle dated January 21, 2015 *vice* Associate Justice Diosdado M. Peralta.

1 *Rollo*, pp. 26-75.

2 Penned by Associate Justice Francisco P. Acosta, with Associate Justices Fernanda Lampas Peralta and Myra V. Garcia-Fernandez concurring; id. at 77-86.

3 Rendered by Presiding Commissioner Gerardo C. Nograles, with Commissioners Perlita B. Velasco and Romeo L. Go concurring; id. at 194-203.

4 Rendered by Labor Arbiter Fedriel S. Panganiban; id. at 183-192.

Since 2002, respondent Emilio A. Conag (Conag) had been deployed annually by petitioner Scanmar Maritime Services, Inc. (Scanmar) as a bosun's mate aboard foreign vessels owned or operated by its principal, Crown Ship Management, Inc./Louis Dreyfus Armateurs SAS (Crown Ship). On March 27, 2009, he was again deployed as a bosun's mate aboard the vessel *M/T Ile de Brehat*. According to him, his job entailed lifting heavy loads and occasionally, he would skid and fall while at work on deck. On June 19, 2009, as he was going about his deck duties, he felt numbness in his hip and back. He was given pain relievers but the relief was temporary. Two months later, the pain recurred with more intensity, and on August 18, 2009 he was brought to a hospital in Tunisia.[5]

On August 25, 2009, Conag was medically repatriated. Upon arrival in Manila on August 27, 2009, he was referred to the company-designated physicians at the Metropolitan Medical Center (MMC), Marine Medical Services, where he was examined and subjected to laboratory examinations.[6]

The laboratory tests showed that Conag had "*Mild Lumbar Levoconvex Scoliosis and Spondylosis; Right S1 Nerve Root Compression*," with an incidental finding of "*Gall Bladder Polyposis v. Cholesterolosis.*"[7] For over a period of 95 days, he was treated by the company-designated physicians, Drs. Robert Lim (Dr. Lim) and Esther G. Go (Dr. Go), and in their final medical report[8] dated December 1, 2009, they declared Conag fit to resume sea duties. Later that day, Conag signed a Certificate of Fitness for Work,[9] written in English and Filipino. Conag claimed that he was required to sign the certificate as a condition *sine qua non* for the release of his accumulated sick pay.[10] According to him, however, his condition deteriorated while he was undergoing treatment. On February 18, 2010, he filed a complaint against Scanmar, Crown Ship and Edgardo Canoza (collectively, petitioners) seeking full and permanent disability benefits, among others. He also consulted another doctor, Dr. Manuel C. Jacinto, Jr. (Dr. Jacinto), at Sta. Teresita General Hospital in Quezon City, who on March 20, 2010 issued a certificate stating that his "condition did not improve despite medicine and that his symptoms aggravated due to his work which entails carrying of heavy loads."[11] Dr. Jacinto then assessed Conag as unfit to go back to work

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5 Id. at 78.
6 Id.
7 Id.
8 Id. at 147.
9 Id. at 149.
10 Id. at 163.
11 Id. at 185.

as a seafarer.[12]

Ruling of the LA

In its Decision[13] dated July 8, 2010, the LA held that the disability assessment of Dr. Jacinto was reflective of Conag's actual medical and physical condition.[14] Citing *Maunlad Transport Inc., and/or Nippon Merchant Marine Company, Ltd., Inc. v. Manigo, Jr.,*[15] the LA ruled that the medical reports presented by the parties are not binding upon the arbitration tribunal, but must be evaluated on their inherent merit, and that the declaration of fitness by the company-designated physicians may be overcome by superior evidence.[16] In particular, the LA noted that during the arbitration proceedings, Conag appeared to be clearly physically unfit to resume sea duties on account of his spinal injuries.[17] As for the certificate of fitness to work Conag signed, the LA ruled it out for being an invalid waiver.[18] The *fallo* of the LA decision reads:

> **WHEREFORE**, premises considered, judgment is hereby rendered ordering [Scanmar] and/or [Crown Ship] to pay [Conag] the Philippine peso equivalent at the time of actual payment of **ONE HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED US DOLLARS (US$118,800),** representing permanent disability benefits in accordance with the Collective Bargaining Agreement, plus ten [percent] (10%) thereof as and for attorney's fees.
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> All other claims are hereby ordered dismissed for lack of merit.
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> SO ORDERED.[19]

Ruling of the NLRC

On appeal by the petitioners, the NLRC in its Decision[20] dated November 30, 2010, dismissed Conag's complaint for lack of merit. It took note that Conag failed to comply with the Philippine Overseas Employment Administration - Standard Employment Contract (POEA-SEC) requirement on the appointment of a neutral physician in case of disagreement as to his disability assessment.[21] The NLRC nevertheless ruled that even without the opinion of a third doctor jointly chosen

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12 Id.
13 Id. at 183-192.
14 Id. at 188.
15 577 Phil. 319 (2008).
16 *Rollo*, pp. 188-189.
17 Id. at 188.
18 Id. at 190.
19 Id. at 191-192.
20 Id. at 194-203.
21 Id. at 198-199.

by the parties, any ruling will have to be based on the evidence on record,[22] pursuant to *Nisda v. Sea Serve Maritime Agency, et al.*[23] It concluded that Conag's evidence was inadequate to overcome the assessment of fitness by the company-designated physicians. The NLRC pointed out that Conag was under the care of the company-designated physicians from the time of his repatriation on August 27, 2009 until he was declared fit to work on December 1, 2009. The company-designated physicians were able to show the detailed procedures and laboratory tests done on Conag. On the other hand, Dr. Jacinto's medical certificate did not specify the dates when he saw and treated Conag, nor the diagnostic and laboratory tests he conducted and the specific treatments and medications he administered, if any, in arriving at his conclusion that the latter suffered from *"Herniated Nucleus Pulposus, L5-S1, Right,"* and was now unfit to work.[24]

The petitioners' motion for reconsideration was denied by the NLRC in its Resolution[25] dated February 28, 2011.

Ruling of the CA

In upholding the LA decision, the CA found "undisputed" evidence that Conag suffered from spinal injuries which caused his total disability, discrediting as without basis the NLRC's dismissal of Dr. Jacinto's assessment. That he was not rehired by the petitioners is a telling proof, the CA said, of his unfitness for sea duties, after having assessed him as fit to go back to work.[26]

On motion for reconsideration,[27] the petitioners tried to show, to no avail, that the award of disability benefits to Conag is without basis because there is no proof that his claimed spinal injury was work-related, since he could point to no incident on board which could have caused it. They claimed that he was declared fit to work by the company-designated physicians pursuant to the provisions of the POEA-SEC, to which he was bound. They further averred that, granting he was permanently disabled, as a bosun's mate, Conag was classified as "rating" only and not a junior officer; and he is thus entitled only to $89,100.00 in disability benefits under the Collective Bargaining Agreement (CBA). They also claimed that the CA's reliance on the 120-day rule in the treatment of seafarers is misplaced and attorney's fees cannot be awarded because they are fully justified in denying disability benefits to

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22 Id. at 199.
23 611 Phil. 291 (2009).
24 *Rollo*, pp. 199-202.
25 Id. at 205-206.
26 Id. at 85.
27 Id. at 87-124.

Conag.

Grounds

In this petition for review on *certiorari*, the petitioners basically reiterate the same grounds they had raised before the CA, to wit:

> 1. Whether the [CA] committed serious, reversible error of law in disregarding the medical findings of the company-designated physician[s] and awarding full disability compensation under the CBA.
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> 2. Whether the [CA] committed serious, reversible error of law in invoking the 120-day [rule]. The [CA's] reliance on the 120-day [rule] is misplaced. Mere inability to work for more than 120 days does not of itself [entitle] [Conag] to full disability compensation.
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> 3. Whether the [CA] erred in awarding attorney's fees in favor of [Conag] despite justified refusal to pay full and permanent benefits.[28]

Essentially, the petitioners seek to belie the conclusion of the CA that the NLRC's determination of Conag's permanent total disability is not borne out by the evidence. In effect, the Court was asked to make an inquiry into the contrary factual findings of the NLRC and the LA, whose statutory function is to make factual findings based on the evidence on record.[29] Crucial, then, to a ruling on the above issue is whether the CA was justified in finding that, contrary to the NLRC's conclusion, Conag suffered a work-related spinal injury which rendered him unfit to return to work.

Ruling of the Court

The Court grants the petition.

In appeals by *certiorari* under Rule 45 of the Rules of Court, the task of the Court is generally to review only errors of law since it is not a trier of facts, a rule which definitely applies to labor cases.[30] But while the NLRC and the LA are imbued with expertise and authority to

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28 Id. at 32-33.

29 *See CBL Transit, Inc. v. NLRC*, 469 Phil. 363, 371 (2004).

30 *Tagle v. Anglo-Eastern Crew Management, Phils., Inc.*, G.R. No. 209302, July 9, 2014, 729 SCRA 677, 687.

resolve factual issues, the Court has in exceptional cases delved into them where there is insufficient evidence to support their findings, or too much is deduced from the bare facts submitted by the parties, or the LA and the NLRC came up with conflicting findings,[31] as the Court has found in this case.

Seafarer's right to disability benefits

The relevant legal provisions governing a seafarer's right to disability benefits, in addition to the parties' contract and medical findings,[32] are Articles 191 to 193 of the Labor Code and Section 2, Rule X of the Amended Rules on Employee Compensation. The pertinent contracts are the POEA-SEC, the CBA, if any, and the employment agreement between the seafarer and his employer.[33] To summarize and harmonize the pertinent provisions on the establishment of a seafarer's claim to disability benefits, the Court held in *Vergara v. Hammonia Maritime Services, Inc., et al.*[34] that:

> [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 [-SEC] 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 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.[35] (Citations omitted and italics in the original)

In *C.F. Sharp Crew Management, Inc., et al. v. Taok*,[36] the Court enumerated the conditions which may be the basis for a seafarer's action for total and permanent disability benefits, as follows:

> (a) [T]he company-designated physician failed to issue a declaration as to his fitness to engage in sea duty or disability even after the lapse of the 120-day period and there is no indication that further medical treatment would address his temporary total disability, hence,

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31 *Nisda v. Sea Serve Maritime Agency, et al.*, supra note 23, at 311.
32 *C.F. Sharp Crew Management, Inc., et al. v. Taok*, 691 Phil. 521, 533 (2012).
33 Id.; *Tagle v. Anglo-Eastern Crew Management, Phils., Inc.*, supra note 30, at 688.
34 588 Phil. 895 (2008).
35 Id. at 912.
36 691 Phil. 521 (2012).

> justify an extension of the period to 240 days; (b) 240 days had lapsed without any certification being issued by the company-designated physician; (c) the company-designated physician declared that he is fit for sea duty within the 120-day or 240-day period, as the case may be, but his physician of choice and the doctor chosen under Section 20-B(3) of the POEA-SEC are of a contrary opinion; (d) the company-designated physician acknowledged that he is partially permanently disabled but other doctors who he consulted, on his own and jointly with his employer, believed that his disability is not only permanent but total as well; (e) the company-designated physician recognized that he is totally and permanently disabled but there is a dispute on the disability grading; (f) the company-designated physician determined that his medical condition is not compensable or work-related under the POEA-SEC but his doctor-of-choice and the third doctor selected under Section 20-B(3) of the POEA-SEC found otherwise and declared him unfit to work; (g) the company-designated physician declared him totally and permanently disabled but the employer refuses to pay him the corresponding benefits; and (h) the company-designated physician declared him partially and permanently disabled within the 120-day or 240-day period but he remains incapacitated to perform his usual sea duties after the lapse of the said periods.[37]

Incidentally, in the recent case of *Magsaysay Maritime Corporation v. Simbajon*,[38] the Court has mentioned that an amendment to Section 20-A(6) of the POEA-SEC, contained in POEA Memorandum Circular No. 10, series of 2010,[39] now "finally clarifies" that "[f]or work-related illnesses acquired by seafarers from the time the 2010 amendment to the POEA-SEC took effect, the declaration of disability should no longer be based on the number of days the seafarer was treated or paid his sickness allowance, but rather on the disability grading he received, whether from the company-designated physician or from the third independent physician, if the medical findings of the physician chosen by the seafarer conflicts with that of the company-designated doctor."[40]

Conag failed to comply with Section 20-B(3) of the POEA-SEC

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37 Id. at 538-539.

38 G.R. No. 203472, July 9, 2014, 729 SCRA 631.

39 POEA Memorandum Circular No. 10, series of 2010, Amended Standard Terms and Conditions Governing the Overseas Employment of Filipino Seafarers On-Board Ocean-Going Ships, October 26, 2010.

Section 20-A(6) provides:

> In case of permanent total or partial disability of the seafarer caused by either injury or illness the seafarer shall be compensated in accordance with the schedule of benefits enumerated in Section 32 of this Contract. Computation of his benefits arising from an illness or disease shall be governed by the rates and the rules of compensation applicable at the time the illness or disease was contracted.
>
> The disability shall be based solely on the disability gradings provided under Section 32 of this Contract, and shall not be measured or determined by the number of days a seafarer is under treatment or the number of days in which sickness allowance is paid.

40 *Magsaysay Maritime Corporation v. Simbajon*, supra note 38, at 652-653.

On December 1, 2009, after 95 days of therapy, Conag was pronounced by the company-designated doctors as fit to work. Later that day, he executed a certificate, in both English and Filipino, acknowledging that he was now fit to work. On December 5, 2009, he left for his home province of Negros Oriental, as he told his employers in his letter[41] dated February 9, 2010, wherein he expressed his desire to be redeployed. He told them that during his vacation he was able to engage in a lot of activities such as walking around his neighborhood four times a week, swimming two times a week, weightlifting three times a week, driving his car on Saturdays for one hour, riding his motorbike five times a week, playing basketball every Sunday, and fishing and doing some house repairs when he had the time.

Interestingly, however, on February 18, 2010,[42] a mere nine days after his letter, Conag filed his complaint with the LA for disability benefits, presumably after he was told that he would not be rehired, although the reasons for his rejection are nowhere stated. It is not alleged that before he filed his complaint, he first sought payment of total disability benefits from the petitioners. In fact, it was only on March 20, 2010, three months after the petitioners declared him fit to work, that Conag obtained an assessment of unfitness to work from a doctor of his choice, Dr. Jacinto. Thus, when he filed his complaint for disability benefits, he clearly had as yet no medical evidence whatsoever to support his claim of permanent and total disability.

But even granting that his afterthought consultation with Dr. Jacinto could be given due consideration, it has been held in *Philippine Hammonia Ship Agency, Inc. v. Dumadag*,[43] and reiterated in *Simbajon*,[44] that under Section 20-B(3) of the POEA-SEC, **the duty to secure the opinion of a third doctor belongs to the employee asking for disability benefits**. Not only did Conag fail to seasonably obtain an opinion from his own doctor before filing his complaint, thereby permitting the petitioners no opportunity to evaluate his doctor's assessment, but he also made it impossible for the parties to jointly seek the opinion of a third doctor precisely because the petitioners had not known about Dr. Jacinto's opinion in the first place. Indeed, three months passed before Conag sought to dispute the company-designated physicians' assessment, and during this interval other things could have happened to cause or aggravate his injury. In particular, the Court notes that, after he collected his sick wage, Conag spent two months in his home province and engaged in various physical activities.

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41 *Rollo*, p. 150.
42 Id. at 30.
43 G.R. No. 194362, June 26, 2013, 700 SCRA 53.
44 Supra note 38.

Conag has no factual medical basis for his claim of permanent disability benefits

According to the CA, there is no dispute that Conag suffered from spinal injuries designated as "*Mild Lumbar Levoconvex Scoliosis and Spondylosis; Right S1 Nerve Root Compression,*" with an incidental finding of "*Gall Bladder Polyposis v. Cholesterolosis,*" on account of his job as a bosun's mate, which is "associated with working with machinery, lifting heavy loads and cargo." The CA also found that he sustained his injuries during his employment with the petitioners.[45]

The Court disagrees.

A review of the petitioners' evidence reveals that both the CA and the LA glossed over vital facts which would have upheld the fitness to work assessment issued by the company-designated physicians. The petitioners cited a certification by the ship master,[46] which Conag has not denied, that the ship's logbook carried no entry whatsoever from March 28 to August 25, 2009 of any accident on board in which Conag could have been involved. Instead, Conag's medical repatriation form shows that he was sent home because of a "big pain on his left kidney, kidney stones."[47] In their final report dated December 1, 2009,[48] Drs. Lim and Go of the MMC certified that he was first "cleared urologic-wise" upon his repatriation. The NLRC also noted that Conag mentioned no particular incident at work on deck which could have caused his spinal pain.

To rule out any spinal injury, pertinent tests were nevertheless conducted, resulting in a diagnosis of "*Mild Lumbar Levoconvex Scoliosis and Spondylosis*; *Right S1 Nerve Root Compression*," with an incidental finding of "*Gall Bladder Polyposis v. Cholesterolosis.*" Attached to the report of Drs. Lim and Go is a certificate, also dated December 1, 2009, issued by Dr. William Chuasuan, Jr. (Dr. Chuasuan), Orthopedic and Adult Joint Replacement Surgeon also at MMC, who attended to Conag, that he had "*Low Back Pain; Herniated Nucleus Pulposus, L5-S1, Right.*"[49] In declaring Conag fit to return to work, Dr. Chuasuan noted that he was now free from pain and he had regained full range of trunk movement. He noted "***Negative Straight Leg Raising Test.*** *Full trunk range of motion, (-) pain. Fit to return to work.*"[50]

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45 *Rollo*, p. 84.
46 Id. at 151.
47 Id. at 29.
48 Id. at 147.
49 Id. at 148.
50 The straight-leg-raise test (or (*Lasègue's sign*) is the most sensitive test for lumbar disk herniation, with a negative result strongly indicating against lumbar disk herniation. <http://www.aafp.org/afp/2008/1001/p835.htm> viewed March 29, 2016; id.

Even considering the inherent merits of the medical certificate issued by Dr. Jacinto on March 20, 2010, the NLRC did not hide its suspicion that his certification was not the result of an honest, *bona fide* treatment of Conag, but rather one issued out of a short one-time visit. It noted that Dr. Jacinto issued a pro-forma medical certificate,[51] with the blanks filled in his own hand. Dr. Jacinto certified that Conag's condition "did not improve despite medicine," yet nowhere did he specify what medications, therapy or treatments he had prescribed in arriving at his unfit-to-work assessment, nor when and how many times he had treated Conag, except to say, vaguely, "from March 2010 to present," "present" being March 20, 2010, the date of his certificate. No laboratory and diagnostic tests and procedures, if any, were presented which could have enabled him to diagnose him as suffering from lumbar hernia or "*Herniated Nucleus Pulposus, L5-S1, Right*" as the cause of his permanent disability. There is no proof of hospital confinement, laboratory or diagnostic results, treatments and medical prescriptions shown which could have helped the company-designated physicians in re-evaluating their assessment of Conag's fitness. When Dr. Jacinto said that "[Conag's] symptoms [were] aggravated due to his work which entails carrying heavy loads," he obviously relied merely on Conag's account about what allegedly happened to him aboard ship nine months earlier. This Court is thus inclined to concur with the NLRC that on the basis solely of Conag's story, Dr. Jacinto made his assessment that he was "physically unfit to work as a seafarer."

In *Coastal Safeway Marine Services, Inc. v. Esguerra*,[52] this Court rejected the medical certifications upon which the claimant-seaman anchored his claim for disability benefits, for being unsupported by diagnostic tests and procedures which would have effectively disputed the results of the medical examination in a foreign clinic to which he was referred by his employer. In *Magsaysay Maritime Corporation and/or Dela Cruz, et al. v. Velasquez, et al.*,[53] the Court brushed aside the evidentiary value of a recommendation made by the doctor of the seafarer which was "based on a single medical report which outlined the alleged findings and medical history" of the claimant-seafarer.[54] In *Montoya v. Transmed Manila Corporation/Mr. Ellena, et al.*,[55] the Court dismissed the doctor's plain statement of the supposed work-relation/work-aggravation of a seafarer's ailment for being "not supported by any reason or proof submitted together with the assessment or in the course of the arbitration."[56]

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51 *Rollo*, pp. 200-201.
52 671 Phil. 56 (2011).
53 591 Phil. 839 (2008).
54 Id. at 852.
55 613 Phil. 696 (2009).
56 Id. at 711.

In *Dumadag*,[57] where the seafarer's doctor examined him only once, and relied on the same medical history, diagnoses and analyses produced by the company-designated specialists, it was held that there is no reason for the Court to simply say that the seafarer's doctor's findings are more reliable than the conclusions of the company-designated physicians.

No showing that "Mild Lumbar Levoconvex Scoliosis and Spondylosis" is a serious spinal injury that may result in permanent disability

The Court finds it significant that both the LA and the CA concluded, on the basis alone of a diagnosis of "*Mild Lumbar Levoconvex Scoliosis* [left curvature of the spinal column in the lower back, L1 to L5] *and Spondylosis*; *Right S1 Nerve Root Compression*," that Conag suffered serious spinal injuries which caused his total disability. Nowhere is the nature of this injury or condition described or explained, or that it could have been the result of strain or an accident while Conag was aboard ship, not to mention that it was only a "mild" case. Dr. Chuasuan noted in his December 1, 2009 report that Conag was now free from pain and had regained full range of trunk movement: "*Negative Straight Leg Raising Test. Full trunk range of motion, (-) pain. Fit to return to work.*" For 95 days, Conag underwent therapy and medication, and Dr. Chuasuan's final *Lasègue's* sign test to see if his low back pain had an underlying herniated disk (slipped disc) was negative.

Apparently, then, Conag's back pain had been duly addressed. He himself was able to attest that back home from December 2009 to February 2010 he was able to engage in various normal physical routines. Concerning the LA's observation of his alleged deteriorated physical and medical condition, and therefore his unfitness to return to work, let it suffice that the LA's own opinion as to the physical appearance of Conag is of no relevance in this case, as it must be stated that he is not trained or authorized to make a determination of unfitness to work from the mere appearance of Conag at the arbitral proceedings.

WHEREFORE, the Court **GRANTS** the petition. The Decision dated January 27, 2014 of the Court of Appeals in CA-G.R. SP No. 119282 is **REVERSED**, and the Decision dated November 30, 2010 of the National Labor Relations Commission in NLRC LAC No. OFW(M) 09-000666-10 is hereby **REINSTATED**.

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57 Supra note 43.

SO ORDERED.

BIENVENIDO L. REYES
Associate Justice

WE CONCUR:

PRESBITERO J. VELASCO, JR.
Associate Justice
Chairperson

MARIANO C. DEL CASTILLO
Associate Justice

JOSE PORTUGAL PEREZ
Associate Justice

FRANCIS H. JARDELEZA
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.

PRESBITERO J. VELASCO, JR.
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.

MARIA LOURDES P. A. SERENO
Chief Justice

CERTIFIED TRUE COPY
WILFREDO V. LAPIÑAN
Division Clerk of Court
Third Division
MAY 26 2016