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Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

DOHLE PHILMAN MANNING AGENCY, INC., DOHLE (IOM) LIMITED and/or CAPT. MANOLO T. GACUTAN,
Petitioners,

G.R. No. 223730

- versus -

JULIUS REY QUINAL DOBLE,
Respondent.

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JULIUS REY QUINAL DOBLE,
Petitioner,

G.R. No. 223782

Present:

CARPIO, *J.*,
Chairperson,
PERALTA,
PERLAS-BERNABE,
CAGUIOA, and
REYES, JR., *JJ.*

- versus -

DOHLE PHILMAN MANNING AGENCY, INC., DOHLE (IOM) LIMITED and/or CAPT. MANOLO T. GACUTAN,
Respondents.

Promulgated:

04 OCT 2017

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DECISION

REYES, JR., *J.*:

It has been oft-repeated that overseas Filipino workers are the Philippines' modern-day heroes. They brave the waters of the seas to provide for their families and to help boost the country's economy. However, while this is so, they are not immune from the provisions of the POEA-SEC; in fact, the same contract was designed precisely for their protection. Thus, when any seafarer fails to adhere to the requirements of the contract as properly interpreted by the Court, the Court will not shirk from the responsibility of exacting enforcement of the same, even if it would mean finding for the employer and against the seafarer.

The Case

Consolidated in this case are the Petitions for Review on *Certiorari* under Rule 45 of the Rules of Court filed (1) by DOHLE Philman Manning Agency, Inc., DOHLE (IOM), Ltd. and Capt. Manolo T. Gacutan (hereinafter collectively referred to as the "petitioners") against Julius Rey Quinal Doble (hereinafter referred to as the "respondent") in G.R. No. 223730, and (2) by herein respondent against the petitioners in G.R. No. 223782.

The petitions challenge before the Court the Decision[1] of the Court of Appeals (CA) in CA G.R. SP No. 141199, promulgated on October 8, 2015, which affirmed with modification the National Labor Relations Commission (NLRC) Resolution[2] dated March 18, 2015 in NLRC NCR Case No. (M) 02-02128-14/NLRC LAC No. 02-000109-15.

Likewise challenged is the subsequent Resolution[3] of the CA, promulgated on March 9, 2016, which upheld the earlier decision.

The Antecedent Facts

The respondent is a Filipino seafarer, who signed a Contract of Employment for the position of Ordinary Seaman with petitioner DOHLE

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1 Penned by Associate Justice Franchito N. Diamante, with Associate Justices Japar B. Dimaampao and Carmelita Salandanan Manahan, concurring; *rollo* (G.R. No. 223782), pp. 8-23.

2 *Rollo* (G.R. No. 223730), pp. 378-392.

3 *Rollo* (G.R. No. 223782), pp. 25-27.

(IOM) Ltd., through its manning agent in the Philippines, DOHLE Philman Manning Agency, Inc. The duration of the contract was for nine months, with a basic monthly salary of US$350.00. The contract specified a 44-hour work week with overtime and vacation leave with pay.[4]

On August 22, 2012, the respondent departed the Philippines on board the vessel "MVTS JAKARTA."

According to the respondent, on December of the same year, and while the vessel was approaching the port of Hong Kong, he accidentally stepped on the mooring line while preparing to heave the same. As a result, he "*twisted his right foot and he immediately fell on the floor.*"[5] He reported to the ship doctor, and was declared fit to return to work.

A few months after,[6] and, this time, while the vessel was docked at the port of Karachi, Pakistan, the respondent alleged another incident. He stated that while he was pulling on the tug line, it suddenly moved causing his hands to get pulled, hitting the bitts bollard. Thereafter, he was referred for a medical consult upon arriving again at the port of Hong Kong.

On April 11, 2013, he was repatriated back to the Philippines for medical reasons.

A day after his arrival, medical tests were conducted upon the respondent, who was then eventually diagnosed with "*Right ankle sprain; Carpal Tunnel Syndrome, Bilateral; and Osteochondral Defect Femoral Trochlea, Right Knee.*"[7] He likewise underwent surgery for the injury, and physical therapy thereafter.

After a series of consultation, therapy, and treatment, the company-designated physician issued an interim disability grade in relation to the respondent's "*Carpal Tunnel Syndrome*" of both hands, which is "*2x(30% of Grade 10) due to ankylosed wrist in normal position.*"[8]

On November 8, 2013, the company-designated physician eventually issued a medical report stating that, according to the respondent's surgeons,

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4 *Rollo* (G.R. No. 223730), p. 139.
5 Id. at 58.
6 March 2013.
7 *Rollo* (G.R. No. 223730), p. 174.
8 Id. at 185.

he is fit to work in relation to both his "*Carpal Tunnel Syndrome*" and his ankle sprain.[9]

Unsatisfied by this diagnosis, the respondent consulted his own medical expert and sought another opinion on his condition. Upon due examination and evaluation, Dr. Manuel Fidel Magtira issued a medical report, stating that the respondent "*has lost his [pre-injury] capacity and is no longer capable of working on his previous occupation because of the injuries sustained and the permanent sequelae of said injury*,"[10] and thus, he "*is now permanently disabled and is therefore now permanently UNFIT in any capacity to resume his usual sea duties*."[11]

Considering that the petitioners have already terminated the respondent's treatment, and in light of the findings of his personal physician, the respondent insisted on his disability benefits, including expenses for medical treatment and transportation. The respondents refused.

Thus, the filing of the case before the Labor Arbiter (LA).

After due consideration, the LA rendered a Decision[12] dated November 27, 2014 in favor of the respondent, finding him to be permanently and totally disabled and thus entitled to disability compensation. The dispositive portion of the LA decision reads:

> WHEREFORE, premises considered, respondents DOHLE PHILMAN MANNING AGENCY INC., DOHLE (IOM) LIMITED, and CAPT. MANOLO T. GACUTAN are hereby ordered to pay, jointly and severally, complainant JULIUS REY QUINAL DOBLE the sum of *US$90,882.00*, by way of permanent total disability compensation benefit under the parties' CBA, plus 10% thereof as attorney's fees, or its peso equivalent at the time of payment.
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> All other claims are dismissed for lack of merit.
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> SO ORDERED.[13]

Aggrieved, herein petitioners appealed to the NLRC, which eventually affirmed *in toto* the LA decision. The *fallo* of the NLRC decision states:

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9 Id. at 192.
10 Id. at 250.
11 Id.
12 Id. at 300-312.
13 Id. at 312.

> WHEREFORE, foregoing premises considered, the decision appealed from is hereby AFFIRMED in toto (sic).
>
> SO ORDERED.[14]

The petitioners elevated the case to the CA *via* a Petition for *Certiorari* under Rule 65 of the Rules of Court. Once again, the case moved in favor of the respondent. The CA affirmed the NLRC decision, but modified the basis of the award of damages from the Collective Bargaining Agreement to the POEA-SEC, to wit:

> WHEREFORE, in view of the foregoing, the instant Petition is hereby DENIED. Consequently, the assailed Resolutions dated March 18, 2015 and May 25, 2015 rendered by public respondent NLRC (Third Division) in NLRC NCR Case No. (M) 02-02128-14/NLRC LAC No. 02-000109-15 are hereby AFFIRMED with MODIFICATION by ordering petitioners to jointly and severally pay private respondent the following: a) permanent total disability benefits of US$60,000.00 at its peso equivalent at the time of actual payment; and b) attorney's fees of ten percent (10%) of the total monetary award at its peso equivalent at the time of actual payment.
>
> SO ORDERED.[15]

Both parties filed their respective motions for reconsideration, which were both denied by the CA *via* a Resolution dated March 9, 2016.[16]

Hence, this petition.

The Issues

The petitioners allege that the CA committed serious, reversible, and gross error in law and in fact based on the following grounds:

1. IN ADJUDGING THE PETITIONERS LIABLE FOR PAYMENT OF DISABILITY BENEFITS—(A) WHEN THE EVIDENCE PRIMARILY RECOGNIZED UNDER THE POEA SEC AS THE BASIS OF THE SEAFARER'S CLAIM FOR COMPENSATION EXPRESSLY DECLARES THAT RESPONDENT IS ALREADY CLEARED FROM HIS CONDITION, HENCE, NOT SUFFERING FROM DISABILITY; AND (B) NOTWITHSTANDING THE FACT

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14 Id. at 391.
15 Id. at 70.
16 Id. at 73-75.

THAT SUCH PRIMARY EVIDENCE HAS NOT BEEN EFFECTIVELY CONTROVERTED IN ACCORDANCE WITH THE MANNER PRESCRIBED UNDER THE RULES.

2. IN HOLDING THE RESPONDENT ENTITLED TO PERMANENT TOTAL DISABILITY BENEFITS ON THE BASIS OF HIS ALLEGED INABILITY TO RESUME EMPLOYMENT FOR A PERIOD OF 120 DAYS, WHICH BASED ON EXISTING RULES AND THE POEA SEC, IS NO LONGER RECOGNIZED AS A VALID MEASURE OF A SEAFARER'S DEGREE OF DISABILITY.

3. THE COURT OF APPEALS COMMITTED A SERIOUS AND REVERSIBLE ERROR OF LAW AND OF FACT IN AWARDING ATTORNEY'S FEES TO THE RESPONDENT ABSENT ANY FACTUAL OR LEGAL SUBSTANTIATION THEREFOR.[17]

For his part, the respondent anchors his plea for the reversal of the assailed CA decision on the following ground:

8.1 WHETHER THE HONORABLE COURT OF APPEALS ACTED WITH GRAVE ABUSE OF DISCRETION WHEN IT MODIFIED THE DECISION AND RESOLUTION OF [HEREIN PETITIONERS] DECLARING [HEREIN RESPONDENT] NOT ENTITLED [TO] THE BETTER DISABILITY BENEFIT UNDER THE APPLICABLE COLLECTIVE BARGAINING AGREEMENT.[18]

After a reading of the foregoing arguments, the issues presented before the Court could be summarized thus: (1) whether or not the respondent is fit to work, and thus, entitled to the disability benefits claimed; (2) whether or not the basis of the award of damages should be the CBA and not the POEA-SEC; and (3) whether or not the respondent is entitled to attorney's fees.

Ruling of the Court

The petitioners' contentions are impressed with merit.

As a general rule, only questions of law raised *via* a petition for review on *certiorari* under Rule 45 of the Rules of Court are reviewable by

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17 Id at 14.

18 *Rollo* (G.R. No. 223782), p. 43.

the Court. Factual findings of administrative or quasi-judicial bodies, including labor tribunals, are accorded much respect by the Court as they are specialized to rule on matters falling within their jurisdiction especially when these are supported by substantial evidence.[19] According to *Andrada v. Agemar Manning Agency, Inc et al.*,[20] this doctrine applies with greater force in labor case as questions of fact in labor cases are for the labor tribunals to resolve. Even more so, findings of fact of quasi-judicial bodies like the NLRC, as affirmed by the CA, are generally conclusive on the Court.[21]

In exceptional cases, however, the Court may be urged to probe and resolve factual issues. This relaxation of the rule is made permissible by the Court whenever any of the following circumstances is present:

1.) when the findings are grounded entirely on speculations, surmises or conjectures;
2.) when the inference made is manifestly mistaken, absurd or impossible;
3.) when there is grave abuse of discretion;
4.) when the judgment is based on a misapprehension of facts;
5.) when the findings of fact are conflicting;
6.) when in making its findings, the Court of Appeals went beyond the issues of the case, or its findings are contrary to the admissions of both the appellant and the appellee;
7.) when the findings are contrary to that of the trial court;
8.) when the findings are conclusions without citation of specific evidence on which they are based;
9.) when the facts set forth in the petition, as well as in the petitioner's main and reply briefs, are not disputed by the respondent;
10.) when the findings of fact are premised on the supposed absence of evidence and contradicted by the evidence on record; or
11.) when the Court of Appeals manifestly overlooked certain relevant facts not disputed by the parties, which, if properly considered, would justify a different conclusion.[22]

While the first issue identified above—the issue of the relation of respondent's illness to his work as an ordinary seaman—is essentially factual, the Court herein exercises its power of review considering that the CA issued the assailed decision with grave abuse of discretion: (1) by failing to consider the mandatory procedure of referring conflicting medical assessments to a third doctor; and (2) by relying on the 120-day rule, and not on the findings of the company-designated physician, in declaring the respondent's permanent and total disability.

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19 *De Leon v. Maunlad Trans, Inc.*, G.R. No. 215293, February 8, 2017.
20 698 Phil. 170 (2012).
21 Id. at 180
22 Supra note 19.

To be sure, the appellate court disregarded settled jurisprudence on the matter.

To elaborate, according to *Andrada*, the issue of whether the petitioner can legally demand and claim disability benefits from the respondents for an illness suffered is best addressed by the provisions of the POEA-SEC which incorporated the 2000 Amended Standard Terms and Conditions Governing the Employment of Filipino Seafarers on Board Ocean-Going Vessels. Section 20 thereof provides:

> Section 20 [B]. Compensation and Benefits for Injury or Illness
>
> x x x x
>
> 2. x x x
>
> However, if after repatriation, the seafarer still requires medical attention arising from said injury or illness, he shall be so provided at cost to the employer until such time as he is declared fit or the degree of his disability has been established by the company-designated physician.
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> 3. Upon sign-off from the vessel for medical treatment, the seafarer is entitled to sickness allowance equivalent to his basic wage until he is declared fit to work or the degree of his permanent disability has been assessed by the company-designated physician, but in no case shall this period exceed one hundred twenty (120) days.
>
> For this purpose, the seafarer shall submit himself to a post-employment medical examination by a company-designated physician within three working days upon his return except when he is physically incapacitated to do so, in which case, a written notice to the agency within the same period is deemed as compliance. Failure of the seafarer to comply with the mandatory reporting requirement shall result in his forfeiture of the right to claim the above benefits.
>
> **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.**[23] (Emphasis Ours)

Thus, while it is the company-designated physician who is entrusted with the task of assessing the seaman's disability, whether total or partial,

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[23] Id. at 181.

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due to either injury or illness, during the term of the latter's employment,[24] the same is not automatically final, binding or conclusive.[25]

According to *Andrada*, should the seafarer disagree with the assessment, he/she may dispute the same by seasonably exercising his/her prerogative to seek a second opinion and consult a doctor of his/her choice.[26] In case of disagreement between the findings of the company-designated physician and the seafarer's doctor of choice, the employer and the seafarer may agree jointly to refer the latter to a third doctor whose decision shall be final and binding on them. This is explicitly stated in Section 20 of the POEA-SEC.

In the seminal case of *Philippine Hammonia Ship Agency, et al. Inc. v. Dumadag*,[27] the Court had the opportunity to further elaborate on this method of dispute resolution between two competing opinions of medical experts.

In asking how the foregoing should be resolved, the Court looked into the POEA-SEC and the Collecting Bargaining Agreement (CBA) of the parties as the binding documents which govern the employment relationship between them. The Court said that, while there is nothing inherently wrong in seeking a second opinion on the medical assessment of the seafarer, the latter should not pre-empt the mandated procedure provided for in Section 20 of the POEA-SEC "*by filing a complaint for permanent disability compensation on the strength of his chosen physicians' opinions, without referring the conflicting opinions to a third doctor for final determination.*"[28]

In *Formerly INC Shipmanagement, Inc. v. Rosales*,[29] the Court further clarified the ruling in *Philippine Hammonia Ship Agency, Inc.*[30] by categorically saying that the referral to a third doctor is **mandatory,** and should the seafarer fail to abide by this method, he/she would be in breach of the POEA-SEC, and the assessment of the company designated physician shall be final and binding. Thus, the Court said:

> This referral to a third doctor has been held by this Court to be a **mandatory procedure** as a consequence of the provision that it is the company-designated doctor whose assessment should prevail. In other

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24 *Coastal Safeway Marine Services, Inc. v. Esguerra*, 671 Phil. 56, 65-66, citing *German Marine Agencies, Inc. v. NLRC*, 403 Phil. 572, 588 (2001).

25 *Andrada v. Agemar Manning Agency, Inc.*, supra note 20, at 182.

26 Id. at 182, citing *Seagull Maritime Corp. v. Dee*, 548 Phil. 660, 669 (2007).

27 712 Phil. 507 (2013).

28 Id. at 521.

29 G.R. No. 195832, October 1, 2014, 737 SCRA 438-439.

30 Supra note 27.

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> words, **the company can insist on its disability rating even against a contrary opinion by another doctor, unless the seafarer expresses his disagreement by asking for the referral to a third doctor who shall make his or her determination and whose decision is final and binding on the parties.** We have followed this rule in a string of cases x x x.[31] (Emphasis Ours)

This is reiterated by the Court in the recent case of *Silagan v. Southfield Agencies, Inc.*,[32] to wit:

> Second, petitioner failed to comply with the procedure laid down under Section 20 (B) (3) of the 2000 POEA-SEC with regard to the joint appointment by the parties of a third doctor whose decision shall be final and binding on them in case the seafarer's personal doctor disagrees with the company-designated physician's fit-to-work assessment. This referral to a third doctor has been held by this Court to be a **mandatory procedure** as a consequence of the provision that it is the company-designated doctor whose assessment should prevail. **In other words, the company can insist on its disability rating even against the contrary opinion by another doctor, unless the seafarer expresses his disagreement by asking for a referral to a third doctor who shall make his or her determination and whose decision is final and binding on the parties.** (Citations omitted and emphasis Ours)

Thus, it is on the basis of the foregoing cases that the Court hereby reverses the ruling of the CA.

In the case at hand, there is no question that the company-designated physician and the respondent's personal physician had two very different assessment of the respondent's illness. On the one hand, the respondent was declared "*fit to work*" by the petitioners' doctor. Thus, the medical report dated November 8, 2013 said that:

> Patient was previously declared fit to work by the Hand Surgeon with regards to his bilateral Carpal Tunnel Syndrome.
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> Patient was seen by the Orthopedic Surgeon who opines patient is now declared fit to work as of November 8, 2013.[33]

On the other hand, upon examination and evaluation of the respondent's own medical expert, Dr. Magtira opined that:

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31 Supra note 29, at 440.
32 G.R. No. 202808, August 24, 2016.
33 *Rollo* (G.R. No. 223730), p. 192.

> On physical examination, the patient is conscious, coherent and oriented to time, place and person. There is atrophy of the thenar and hypothenar muscles of both hands with post-operative scar noted. There is limitation of motion of the digits of the hands. There is pain and tenderness of both hands noted. Numbness of both hands was noted. Swelling of his right ankle joint was also noted. There are no neurologic deficits, and range of motion is full. Manual muscle testing showed 4-5/5 muscle strength. He is unable to squat and can stand on tiptoe for a very limited period only.
>
> Mr. Doble remains incapacitated. Despite his continuous physiotherapy, he continues to have limitation of flexion and difficulty in grasping object. He is still experiencing pain and numbness of his hands. He continues to have pain and discomfort on his right foot and ankle. He is unable to tolerate prolonged walking and standing. He is also unable to squat, especially is weight is borne on the right foot. He is therefore also not capable of working at his previous occupation from said impediment. As he lost his pre-injury capacity, he is now permanently disabled.
>
> x x x x
>
> Mr. Doble has lost his pre injury (sic) capacity and is no longer capable of working on his previous occupation because of the injuries sustained and the permanent sequelae of said injury. It will be to his best interest to refrain from heavy labor as this is likely to cause him more harm than good. Mr. Doble is now permanently disabled and is therefore now permanently *UNFIT* in any capacity to resume his usual sea duties.[34]

However, contrary to the mandatory proceedings identified by the Court, the respondent herein did not demand for his re-examination by a third doctor, and instead opted to initiate the instant case.

This, as the Court already ruled, is a fatal defect that militates against his claims. To reiterate, the referral to a third doctor is now a mandatory procedure, and that the failure to abide thereby is a breach of the POEA-SEC, and has the effect of consolidating the finding of the company designated physician as final and binding.

Meanwhile, the CA, instead of reversing and setting aside the NLRC Decision in light of the foregoing pronouncements by the Court, upheld the same. This is grave abuse of discretion amounting to lack of jurisdiction. Thus, said the Court in *Philippine Hammonia Ship Agency, Inc.*:[35]

> **We find the rulings of the labor authorities seriously flawed** as they were rendered **in total disregard of the law between the parties** —

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34 Id. at 249-250.

35 *Philippine Hammonia Ship Agency, et al. Inc. v. Dumadag*, supra note 27.

> the POEA-SEC and the CBA — on the prescribed procedure for the determination of disability compensation claims, particularly with respect to the resolution of conflicting disability assessments of the company-designated physician and Dumadag's physicians, without saying why it was disregarded or ignored; it was as if the POEA-SEC and the CBA did not exist. **This is grave abuse of discretion, considering that, as labor dispute adjudicators, the LA and the NLRC are expected to uphold the law. For affirming the labor tribunals, the CA committed the same jurisdictional error.**[36]

Finally, the CA also anchored its decision on the assertion that the respondent was "*incapable of discharging his usual functions and he was not able to return to the job that he was trained to do for more than 120 days already*,"[37] and as such, he was already considered totally and permanently disabled.

Again, the Court disagrees and finds for the petitioners.

In the recent case of *Jebsens Maritime, Inc. v. Rapiz*,[38] the Court had occasion to discuss that the company-designated physician is given an additional 120 days, or a total of 240 days from repatriation, to give the seafarer further treatment and, thereafter, make a declaration as to the nature of the latter's disability. *Jebsens* even cited the case of *Ace Navigation Company v. Garcia*,[39] where the Court ruled that:

> As these provisions operate, the 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 [(SEC)] and by applicable Philippine laws. **If the 120 days (sic) 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.**
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> x x x x

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36 Id. at 521-522.
37 *Rollo* (G.R. No. 223782), p. 19.
38 G.R. No. 218871, January 11, 2017.
39 G.R. No. 207804, June 17, 2015, 759 SCRA 274.

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> **As we outlined above, a temporary total disability only becomes permanent when so declared by the company physician within the periods he is allowed to do so, or upon the expiration of the maximum 240-day medical treatment period without a declaration of either fitness to work or the existence of a permanent disability.** In the present case, while the initial 120-day treatment or temporary total disability period was exceeded, **the company-designated doctor duly made a declaration well within the extended 240-day period that the petitioner was fit to work.**[40] (Citations omitted and emphasis Ours)

In the present case, while the company-designated physician did indeed exceed 120 days in declaring the respondent fit to work, the former made the final diagnosis prior to the expiration of the 240-day limit. Thus, the CA found:

> In the case at bench, records show that private respondent was given a fit to work clearance by the company-designated physicians on November 8, 2013 based on the respective declarations of Dr. Lao and Dr. Chuasuan, Jr. **The pronouncement that private respondent is already fit to work was made 210 days after he was first seen by company-designated physician on April 12, 2013.** Meanwhile, private respondent consulted his physician of choice on November 14, 2013 and was declared permanently disabled as his present condition renders him incapable of discharging his previous occupation.[41] (Emphasis Ours)

Two things must be said of this factual finding: first, the company-designated physician complied with the requirements of the law when the respondent's medical status was assessed with finality prior to the expiration of the 240-day rule; and second, the 240-day rule applies only to the assessment provided by the company-designated physician, and not to the assessment of the seafarer's personal physician, such that, even if the latter found the seafarer unfit to work after the 240-day period, the law would not automatically transform the temporary total disability of the seafarer to a permanent total disability.

This is especially more pronounced in this case considering that the respondent was declared by the company-designated physician as fit to work within 210 days from his initial medical attention, and, as earlier discussed, the respondent failed to avail of the mandatory procedure of referring the case to a third doctor.

Hence, for the foregoing reasons, the Court hereby reverses the appellate court's decision and declares the assessment of the company-

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40 Id. at 283.

41 *Rollo* (G.R. No. 223782), p. 19.

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designated physician as final and binding. Consequently, the respondent is considered fit to work, and thus not entitled to disability benefits.

On the basis of the discourse above, the other issues raised by the parties herein need not be discussed further.

WHEREFORE, premises considered, the Petition in G.R. No. 223730 is hereby **GRANTED,** while the Petition in G.R. No. 223782 is hereby **DISMISSED**. The Decision dated October 8, 2015, and the Resolution dated March 9, 2016 of the Court of Appeals, in CA-G.R. SP No. 141199, are hereby **REVERSED and SET ASIDE,** and a new judgment is rendered **DISMISSING** the Complaint in NLRC NCR Case No. (M) 02-02128-14.

SO ORDERED.

ANDRES B. REYES, JR.
Associate Justice

WE CONCUR:

ANTONIO T. CARPIO
Senior Associate Justice
Chairperson

DIOSDADO M. PERALTA
Associate Justice

ESTELA M. PERLAS-BERNABE
Associate Justice

ALFREDO BENJAMIN S. CAGUIOA
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.

ANTONIO T. CARPIO
Senior Associate Justice
Chairperson, Second 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.

MARIA LOURDES P. A. SERENO
Chief Justice