



Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

**FLEET MANAGEMENT
SERVICES PHILIPPINES, INC.,
FLEET SHIP MANAGEMENT,
INC., and JANETTE T. TUMBALI,**
Petitioners,

-versus-

ALEJANDRO G. LESCABO,
Respondent.

G.R. No. 268962

Present:

LEONEN, *SAJ*, Chairperson,
LAZARO-JAVIER,
LOPEZ, M.,
LOPEZ, J., and
KHO, JR., *JJ*.

Promulgated:

JUN 10 2024

X-----X

DECISION

LOPEZ, J. J.:

This Court resolves the Petition for Review on *Certiorari*¹ assailing the Decision² and Resolution³ of the Court of Appeals (CA), which denied the Petition for *Certiorari* filed by Fleet Ship Management Services Philippines, Inc., Fleet Ship Management, Inc., and Janette Tumbali, and ruled that respondent Alejandro G. Lescabo (Lescabo) is entitled to permanent and total disability benefits.

¹ *Rollo*, pp. 42-73.

² *Id.* at 15-35. The April 20, 2023 Decision in CA-G.R. SP No. 11270-MIN was penned by Associate Justice Richard D. Mordeno and concurred in by Associate Justices Oscar V. Badelles and Jill Rose S. Jaugan-Lo.

³ *Id.* at 37-40. The July 26, 2023 Resolution in CA-G.R. SP No. 11270-MIN was penned by Associate Justice Richard D. Mordeno and concurred in by Associate Justices Oscar V. Badelles and Jill Rose S. Jaugan-Lo.

Petitioner Fleet Ship Management, Inc. is the foreign principal of the local recruitment agency, Fleet Management Services Philippines, Inc. (collectively, Fleet Ship), also a petitioner.⁴

Lescabo worked for Fleet Ship on successive contracts since 2012. In his last contract, Lescabo was hired as a fitter for nine months. Pursuant to which, he boarded Fleet Ship's MV Silverstone Express in February of 2019. The provisions of the 2010 Philippine Overseas Employment Agency Standard Employment Contract (POEA-SEC) were deemed incorporated in the contract between the parties.⁵

As a fitter, Lescabo was tasked to perform the following duties, among others: (1) assist in the proper operation, maintenance, and repair of other deck and engine room machineries; (2) assist in the receipt and control of fuel, lubricants, and engine spare parts and consumables; (3) assist in dry-docking, repair of some engine room machineries and equipment under the direction of the first engineer; (4) fabricate, assemble, install, and maintain piping, industrial piping and other liquid or gas piping installation under the direction of the chief engineer and other engineer officers; (5) fabricate in-available spare parts on board when necessary as directed by the chief engineer and other engineer officers; (6) in charge of the proper operation and maintenance of power tools; (7) assist in bunkering; (8) assist in the maintenance of cleanliness and hygiene in the engine room as directed by the first engineer; (9) perform sea and port watch duty, as directed by the chief engineer; and (10) perform other tasks as directed by the chief engineer.⁶

Lescabo alleged that throughout his six years of work for Fleet Ship, his routine duties "involved strenuous physical activities and joint strain,"⁷ and always required physical and joint mobility. He was on-call even post-duty just to help ensure that the vessel was seaworthy. Due to working for eight to 16 hours daily, he suffered from fatigue.⁸

In September 2019, while assisting in the overhaul of the main and support engines, and refurbishing connective pipes to the boiler system, Lescabo started experiencing weakness, vomiting, dizziness, fever, and hiccups. Because Lescabo's condition persisted, he was brought to a clinic in Hong Kong, where he was diagnosed with bronchitis. Upon taking some oral medication, he resumed work on the vessel. Meanwhile, the master and the chief engineer of MV Silverstone Express wrote a letter to Fleet Ship

⁴ *Id.* at 16.

⁵ *Id.*

⁶ *Id.*

⁷ *Id.* at 17.

⁸ *Id.*

recommending Lescabo's medical repatriation. After several days, Lescabo experienced the same episode of weakness with intense pain, and even lost consciousness. For several days, he was admitted to the Samitivej Srinakarin Hospital in Bangkok, Thailand. Upon discharge, Lescabo's final diagnosis was "Sepsis; Severe Hyponatremia induced alteration of consciousness; Pneumonia and Syndrome of Inappropriate Antidiuretic Secretion (SIADH)." With this medical finding, he was declared unfit to work, and was subsequently repatriated to the Philippines.⁹

Upon his arrival in Manila on October 11, 2019, Lescabo was referred to Fleet Ship's company-designated physician, Dr. Nicomedes G. Cruz (Dr. Cruz) of the NGC Medical Specialist Clinic. Dr. Jocyn San Andres (Dr. San Andres), a member of Dr. Cruz's team, initially found that Lescabo had pneumonia and hyponatremia.¹⁰ On January 20, 2020, during Lescabo's eighth examination, Dr. San Andres made the following diagnosis: "Pneumonia Resolved; Hyponatremia secondary to Syndrome of Inappropriate ADH Secretion Acid Peptic Disease." Based on these findings, Dr. San Andres advised Lescabo to return for another evaluation on February 10, 2020.¹¹

However, on February 7, 2020,¹² or three days before Lescabo's next scheduled visit, another member of Dr. Cruz's team, Dr. Amado G. Regino (Dr. Regino), issued the 9th and Final Medical Report, where he noted that Lescabo had been cleared of his pneumonia and that his hyponatremia secondary to syndrome of inappropriate ADH secretion acid peptic disease had already been treated. With the approval of Dr. Cruz, Dr. Regino consequently declared that Lescabo was fit to resume sea duties. Disagreeing with this conclusion, Lescabo sought a second medical opinion from Dr. Felix T. Terencio (Dr. Terencio), a physician of his choice. On September 3, 2020, Dr. Terencio issued a Medical Report stating that Lescabo is not fit to be deployed as a seafarer.¹³

Lescabo brought the matter before the National Conciliation Mediation Board (NCMB) via the Single-Entry Approach. However, as the proceedings before the NCMB proved futile, the case was referred to the labor arbiter (LA).¹⁴

⁹ *Id.* at 17-18.

¹⁰ *CA rollo*, pp. 89-90.

¹¹ *Rollo*, p. 18.

¹² *Id.* at 21.

¹³ *Id.* at 18-19.

¹⁴ *Id.* at 19.

During the proceedings before the LA, Lescabo alleged that he took care of all the necessary structural repair work in the vessel, including recreating and fitting parts to remove any damage on board, as well as ensuring that the engines were in tiptop condition—eight to 16 hours a day, for “six uninterrupted years.”¹⁵ Despite the treatment given to him by Dr. Cruz and his team, he never recovered from his debilitating illness. As his condition was work-related, Lescabo ultimately argued that it was compensable.¹⁶

Lescabo submitted evidence that he was certified by Dr. Terencio to be permanently and totally unfit to perform the duties of a seafarer in whatever capacity, thus, allegedly entitling him to a disability rating of Grade 1, or an equivalent of USD 60,000.00 disability benefits. He further claimed that he was not paid his sickness allowance under the amended POEA-SEC, and that since Fleet Ship failed to perform their duties and responsibilities under the contract, they should also be liable for damages and attorney’s fees.¹⁷

On the other hand, Fleet Ship countered that Lescabo is not entitled to any disability benefits since their company-designated doctors issued a final assessment declaring him fit to work within the 120-day period provided under the POEA-SEC. They further asserted that Lescabo failed to observe the third-doctor-referral rule under the POEA-SEC when he independently consulted his physician, Dr. Terencio, and when he failed to furnish them with a copy of Dr. Terencio’s medical report. They added that the one-day assessment conducted by Dr. Terencio on Lescabo’s medical condition could not outweigh the assessment of their company-designated doctors. Lastly, Fleet Ship argued that Lescabo is not entitled to sickness allowance as he was already paid this benefit, and that he is likewise not entitled to damages and attorney’s fees for lack of basis as they did not act in bad faith in denying his claims.¹⁸

In a Decision,¹⁹ the LA ruled in favor of Lescabo and awarded him disability compensation benefits in the amount of USD 60,000.00. The dispositive portion of the Decision states:

WHEREFORE, premises considered, respondents Fleet Management Services, Philippines, Inc., Ms. Jannette T. Tumbali (Director), and Fleet Ship Management, Inc. are hereby ORDERED *jointly and severally* to PAY complainant Alejandro G. Lescabo the following:

¹⁵ *Id.*

¹⁶ *Id.*

¹⁷ *Id.* at 19.

¹⁸ *Id.* at 19–20.

¹⁹ *CA rollo*, pp. 269–281.

9

1. Permanent and Total Disability compensation benefits in the amount of US\$60,000.00;
2. Sickness Allowance amounting to 120 days in the amount of US\$2,760.00;
3. Reimbursement of medical treatment and medical expenses, the exact amount of which is reserved in the execution state since the records are insufficient to properly compute the same; and
4. Attorney's fees equivalent to 10% of the total judgment award in the tentative amount of US\$6,276.00;

All other claims of complainant are DISMISSED for lack of merit.

The monetary awards in the United States Dollars are to be paid the equivalent amount in Philippine currency at the time of payment. The total monetary award shall earn legal interest of 6% per annum from filing of SENA case until its full satisfaction.

SO ORDERED.²⁰

Acting on Fleet Ship's appeal, the National Labor Relations Commission (NLRC) affirmed the ruling of the LA.²¹ The dispositive portion of the NLRC Decision states:

WHEREFORE, the instant appeal is DISMISSED for lack of merit and the decision appealed from is AFFIRMED.

SO ORDERED.²²

Upon Motion of Fleet Ship, the NLRC deleted the award of sickness allowance amounting to USD 2, 760 and adjusted the amount of attorney's fees (from USD 6,276 to USD 6,000). The NLRC maintained that Lescabo was entitled to a total of USD 66,000.00 (USD 60,000.00 of disability benefits and 10% attorney's fees).²³ The dispositive portion of the Resolution²⁴ of the NLRC states:

WHEREFORE, the motion is PARTLY GRANTED and the June 29, 2022 Decision is accordingly modified deleting the award of sickness allowance in the amount of Two Thousand Seven Hundred Sixty US Dollars (USD2,760.00).

Consequently, the attorney's fees are adjusted to Six Thousand US Dollars (USD6,000.00) and that the total monetary award is Sixty Six Thousand US Dollars (USD66,000.00).

²⁰ *Id.* at 281.

²¹ *Id.* at 38-47.

²² *Id.* at 46.

²³ *Rollo*, at 21-23.

²⁴ *CA rollo*, pp. 49-51.

SO ORDERED.²⁵

Fleet Ship then filed a Petition for *Certiorari* with the CA. In a Decision,²⁶ the CA denied the Petition and likewise denied Fleet Ship's subsequent Motion for Reconsideration via a Resolution.²⁷

Hence, the instant Petition.²⁸ Pursuant to this Court's Resolution,²⁹ Lescabo filed his Comment/Opposition.³⁰

Fleet Ship contests Lescabo's entitlement to disability benefits by arguing that: (1) its company-designated physicians issued a final and definite assessment;³¹ (2) Lescabo failed to comply with the third-doctor-referral rule under the POEA-SEC;³² and (3) the CA erred in awarding attorney's fees and legal interest to Lescabo.³³

The issue for this Court's resolution is whether the CA correctly found that the NLRC did not act with grave abuse of discretion when it granted total and permanent disability benefits to Lescabo.

This Court's Ruling

The Petition has no merit.

At the outset, it bears noting that Fleet Ship's main argument is a question of fact. In petitions for review on *certiorari* under Rule 45 of the Rules of Court, this Court is only limited to questions of law.³⁴ While jurisprudence recognizes exceptions to this rule, none are present here. Notably, Fleet Ship itself is silent in its Petition on why this rule should be relaxed in the instant case.

In any event, the Petition still fails on the merits.

²⁵ *Id.* at 51.

²⁶ *Rollo*, pp. 15–35.

²⁷ *Id.* at 37–40.

²⁸ *Id.* at 42–73.

²⁹ *Id.* at 121.

³⁰ *Id.* at 123–144.

³¹ *Id.* at 50–53.

³² *Id.* at 53–60.

³³ *Id.* at 60–64.

³⁴ *Rodelas v. MST Marine Services (Phils.)*, 889 Phil. 223 (2020) [Per J. Leonen, Third Division].

9

Fleet Ship primarily alleges that its designated physicians timely issued a final medical assessment stating that Lescabo was fit to work, thus disentitling him to any disability benefits.³⁵ The LA, NLRC, and CA, on the other hand, uniformly held that the assessment issued by Dr. Regino was not final and definite as contemplated under the POEA-SEC.³⁶

The position of the CA and the labor tribunals is correct.

In *Bitco v. Crossworld Marine Services, Inc.*,³⁷ We reiterated what constitutes a valid, final, and definite assessment:

A final, conclusive, and definite medical assessment must clearly state whether the seafarer is fit to work or the exact disability rating, or whether such illness is work-related, and without any further condition or treatment. It should no longer require any further action on the part of the company-designated physician and it is issued by the company-designated physician after he or she has exhausted all possible treatment options within the periods allowed by law.

Without a valid, final, and definitive assessment from the company-designated physician, respondent's temporary and total disability, by operation of law, became permanent and total.³⁸

Here, four reasons separately established that Fleet Ship's designated physicians failed to issue Lescabo a valid, final, and definite medical assessment as contemplated by law.

First, the alleged final assessment is incomplete. The Final Medical Report³⁹ is reproduced as follows:

Report:

The patient has no recurrence of dizziness and headache. The 12 L ECG showed regular sinus rhythm with normal axis and left ventricular hypertrophy. BP = 140/180. He is now able to tolerate longer distance ambulation.

³⁵ *Rollo*, pp. 50–53.

³⁶ *Id.* at 20, 21, 28–29.

³⁷ G.R. No. 239190, February 10, 2021 [Per J. Delos Santos, Third Division].

³⁸ *Id.*

³⁹ *CA rollo*, p. 96.

Diagnosis:

Pneumonia, Resolved
Hyponatremia secondary to Syndrome of Inappropriate ADH
Secretion
Acid Peptic Disease – treated

Recommendation:

HE IS FIT TO RESUME SEA DUTIES EFFECTIVE FEBRUARY
07, 2020.⁴⁰

In *Hanseatic Shipping Philippines, Inc. v. Ballon*,⁴¹ this Court held that the seafarer involved in that case was entitled to permanent and total disability benefits because the medical assessment was, among others, found to be incomplete. Particularly, the assessment discussed only the treatment of the seafarer's myofascial pain dysfunction, but not his other medical condition that was also included in his initial diagnosis.⁴²

Here, the Final Medical Report noted three illnesses, namely: pneumonia, hyponatremia, and acid peptic disease. As aptly found by the NLRC, only pneumonia and acid peptic disease indicated a "medical conclusion,"⁴³ which, respectively, were "resolved" and "treated." Lescabo would have been left to guess whether his "Hyponatremia secondary to Syndrome of Inappropriate ADH Secretion" was also resolved, if at all.

Interestingly, Fleet Ship argued in its Petition before this Court that this matter was "clarified"⁴⁴ by Dr. Cruz in his Affidavit when he stated that "all diagnosed conditions of [Lescabo] were resolved."⁴⁵ The fact that Dr. Cruz even needed to clarify proves that the Medical Report was not complete at the time it was issued.

Second, the Final Medical Report was issued by the company-designated physician without sufficient basis. In *Avior Marine, Inc. v. Turreda*,⁴⁶ We held that there must be sufficient bases to support the final assessment, otherwise, it may be shown that it was solely issued out of bias toward the employer:

It is settled that a final, complete, and definitive disability assessment is important in order to truly *reflect the extent of the illness or*

⁴⁰ *Id.*

⁴¹ 769 Phil. 567 (2015) [Per J. Mendoza, Second Division].

⁴² *Id.* at 587.

⁴³ *Rollo*, p. 30.

⁴⁴ *Id.* at 51.

⁴⁵ *Id.*

⁴⁶ G.R. No. 250806 (Resolution), September 29, 2021 [Per J. Inting, Second Division].

9

injuries of the seafarer and his capacity to resume his sea duties. To be conclusive, the medical assessment or report of the company-designated physician should be complete and definite to provide the appropriate disability benefits to seafarers. Moreover, "there must be sufficient bases to support the assessment." In other words, the company-designated physician's findings must not be merely provisional, incomplete, doubtful, or clearly biased in favor of an employer.

In particular, "[c]lear bias on the part of the company-designated physician may be shown if there is no scientific relation between the diagnosis and the symptoms felt by the seafarer, or if the final assessment of the company-designated physician is not supported by the medical records of the seafarer."⁴⁷ (Emphasis supplied)

In the case at bar, the records bear out that after personally examining Lescabo on January 20, 2020 (Lescabo's eighth medical examination), Dr. San Andres advised Lescabo to return for another medical assessment on February 10, 2020. However, three days before the scheduled appointment, another doctor from Dr. Cruz's team, Dr. Regino, issued the Final Medical Report on February 7, 2020 without conducting a personal medical examination on Lescabo anew. It must be underscored that prior to the issuance of the Final Medical Report, Dr. Regino had personally examined Lescabo only once because it was Dr. San Andres who personally conducted seven out of Lescabo's eight medical examinations.⁴⁸

In the eighth Medical Report dated January 20, 2020,⁴⁹ Dr. San Andres noted that Lescabo still complained of dizziness and generalized body weakness. As in previous medical reports, acid peptic disease was included in the list of conditions for which Lescabo was still being monitored and treated. Finally, the report noted the fact that Lescabo was prescribed with cinnarazine and betahistine medications.

In the ninth and Final Medical Report,⁵⁰ however, Dr. Regino noted, among others, that the "patient has no recurrence of dizziness and headache, his blood pressure was 140/80" and that Lescabo was "now able to tolerate longer distance ambulation." Dr. Regino also added a notation that Lescabo's acid peptic disease was "treated." Finally, the entire section on prescribed medications was deleted and replaced with the recommendation that Lescabo was fit to resume sea duties.

⁴⁷ *Id.*

⁴⁸ *Rollo*, p. 18.

⁴⁹ *CA rollo*, p. 95.

⁵⁰ *Id.* at 96.

Without doubt, the nature of Dr. Regino's notes presuppose a prior physical examination of the patient. However, and as uniformly held by the CA and the labor tribunals,⁵¹ Lescabo was not medically assessed prior to the issuance of the ninth and Final Medical Report, which cast serious doubt as to the bases of Dr. Regino's findings.

To be sure, NGC Medical Specialist Clinic itself issued two documents confirming that Lescabo's next scheduled appointment was on February 10, 2020. These are the eighth Medical Report dated January 20, 2020 signed by Dr. San Andres⁵² and the separate appointment slip issued to Lescabo on even date.⁵³ Thus, despite the corroborated claim of Lescabo that he was not medically assessed prior to the issuance of the Final Medical Report dated February 7, 2020,⁵⁴ the report becomes dubitable as it was not shown that the originally scheduled appointment of Lescabo was moved earlier from February 10, 2020 to February 7, 2020, which would have allowed a medical examination before the issuance of the Final Medical Report.

Further, We find that the date of the Final Medical Report has significant importance.

To recall, Lescabo was repatriated on October 11, 2019.⁵⁵ Thus, Fleet Ship's designated physicians had 120 days or until February 8, 2020 to issue a final assessment. Surprisingly, the Final Medical Report was suddenly issued a day before the expiration of this 120-day period despite the scheduled appointment of Lescabo on February 10, 2020. Instead of extending Lescabo's treatment to 240 days as sanctioned by law, the company-designated physician chose to abruptly end any kind of medical attention due him, which resulted in a baseless finding that he was then already fit to work.

All considered, We hold that the Final Medical Report lacks basis. A bare and rash claim that the seafarer is fit for sea duties is insufficient and this Court will not hesitate to strike down an incomplete, and doubtful medical report and disregard the improvidently issued assessment.⁵⁶

⁵¹ *Rollo*, pp. 20, 29.

⁵² *CA rollo*, p. 95.

⁵³ *Id.* at 143.

⁵⁴ *Id.* at 109.

⁵⁵ *Rollo*, p. 18.

⁵⁶ *Bacabac v. NYK-Fil Shipmanagement, Inc.*, G.R. No. 228550, July 28, 2021 [Per J. M.V. Lopez, First Division].

Third, and even if We were to disregard the first two reasons above, there is still no valid, final, and definite assessment because the Final Medical Report was belatedly transmitted.

In *Grossman v. North Sea Marine Services Corp.*,⁵⁷ We held that a failure to provide the final and definite assessment to the seafarer within the 120/240-day period will lead to a finding that no valid assessment was issued. Here, Fleet Ship's own evidence shows that the Final Medical Report was electronically sent to Lescabo's wife only on February 17, 2020,⁵⁸ or nine days after the lapse of the 120-day period.

Finally, there is no valid, final, and definite assessment since Lescabo was not duly and properly informed by the company-designated physician of his assessment.

In *Grossman*, We held that the seafarer must be fully and properly informed of the company-designated physician's findings and assessment. Further, in *Gere v. Anglo-Eastern Crew Management Phils., Inc.*,⁵⁹ We reiterated that medical certificates or reports should be personally received by the seafarer, or, if not practicable, sent to him/her by any other means sanctioned by present rules. Since proper notice is one of the cornerstones of due process, failing to provide it also results in a finding that no valid assessment was given to the seafarer.⁶⁰

In the present case, Fleet Ship admits that it was able to send the Final Medical Report to Lescabo only via his wife's Facebook Messenger account.⁶¹ Apart from the fact that no personal copy was given to Lescabo, this admission reveals that Fleet Ship failed to allege, much less prove, that its designated physicians carried out their obligation to fully and properly inform and explain to Lescabo their findings regarding his health.

Following *Gere*, medical reports should be personally received by the seafarer as a necessary incident of their being fully and properly informed of their own medical condition. It is only when this is not practicable that the company-designated physician may resort to other means of ensuring that the seafarer is fully and properly informed of, and receives, the medical report.

⁵⁷ G.R. No. 256495, December 7, 2022 [Per J. Kho, Jr., Second Division].

⁵⁸ *CA rollo*, p. 97.

⁵⁹ G.R. Nos. 226656 & 226713, April 23, 2018 [Per J. Reyes, Jr., Second Division].

⁶⁰ *Id.*

⁶¹ *Rollo*, p. 54.

In the case at bar, Fleet Ship did not present any reason or justification for sending Lescabo a copy of the Final Medical Report only via his wife's Facebook Messenger account. Worse, Fleet Ship's evidence merely supports the inference that an image of the Final Medical Report⁶² was transmitted to Lescabo's wife. There is no indication at all that the company-designated physician even attempted to explain the contents of the Final Medical Report to Lescabo.

For the above reasons, Fleet Ship's designated physician failed to issue a valid, final, and definite assessment within the 120-day period. Lescabo is therefore presumed to be suffering from a permanent and total disability, thus, entitling him to the corresponding benefits granted by law.⁶³

As regards Fleet Ship's claim that Lescabo did not comply with the third-doctor-referral rule, suffice it to state that the law on this point is unequivocal: the third-doctor-referral rule does not apply when the company-designated physician failed to issue a valid, final, and definite assessment.⁶⁴

The last issue raised by Fleet Ship likewise deserves scant consideration. The propriety of the award of attorney's fees and legal interest in cases involving seafarers' claims for disability benefits finds sufficient support in jurisprudence,⁶⁵ as recently reiterated in *Celestino v. Belchem Philippines, Inc.*⁶⁶

Article 2208 of the New Civil Code provides that attorney's fees can be recovered in actions for the recovery of wages of laborers and actions for indemnity under employer's liability laws. It is also recoverable when the respondent's act or omission has compelled the complainant to incur expenses to protect their interest. Since these conditions are present here, the award of attorney's fees in favor of petitioner is warranted. This is in accord with the Court's pronouncement in *Pastor v. Bibby Shipping Philippines, Inc.*

Lastly, pursuant to *C.F. Sharp Crew Management, Inc. v. Santos and Nacar v. Gallery Frames*, the Court imposes on the total monetary award, six percent (6%) legal interest per annum from finality of this Decision until full payment.⁶⁷ (Citations omitted)

⁶² CA rollo, p. 97.

⁶³ *Grossman v. North Sea Marine Services Corp.*, G.R. No. 256495, December 7, 2022 [Per J. Kho, Jr., Second Division].

⁶⁴ *Magsaysay Mol Marine, Inc. v. Atraje*, 836 Phil. 1061 (2018) [Per J. Leonen, Third Division].

⁶⁵ *Skansil Maritime Services, Inc. v. Centeno*, G.R. No. 227655, April 27, 2022 [Per J. M.V. Lopez, Third Division]; *Caraan v. Grieg Philippines, Inc.*, G.R. No. 252199, May 5, 2021 [Per J. Lazaro-Javier, Second Division].

⁶⁶ G.R. No. 246929, March 2, 2022 [Per J. Lazaro-Javier, Third Division].

⁶⁷ *Id.* at 11. This pinpoint citation refers to the Decision uploaded to the Supreme Court website.

7

ACCORDINGLY, the Petition for Review on *Certiorari* is **DENIED**. The April 20, 2023 Decision and July 26, 2023 Resolution of the Court of Appeals in CA-G.R. SP No. 11270-MIN are **AFFIRMED**.

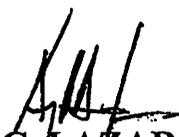
Petitioners Fleet Management Services Philippines, Inc., Janette T. Tumbali, and Fleet Ship Management, Inc. are **ORDERED TO PAY**, jointly and severally, respondent Alejandro G. Lescabo the following: (1) total and permanent disability benefits in the amount of USD 60,000.00, or its equivalent amount in Philippine currency at the time of payment; and (2) attorney's fees equivalent to 10% of the disability benefits in the amount of USD 6,000.00, or its equivalent amount in Philippine currency at the time of payment. The total monetary award shall earn 6% legal interest per annum from finality of this Decision until full payment.

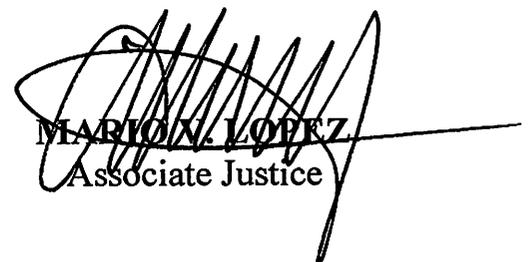
SO ORDERED.


JHOSEP Y. LOPEZ
Associate Justice

WE CONCUR:


MARVIC M.V.F. LEONEN
Senior Associate Justice
Chairperson


AMY C. LAZARO-JAVIER
Associate Justice


MARION N. LOPEZ
Associate Justice


ANTONIO T. KHO, JR.
Associate Justice

9

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 this Court's Division.



MARVIC M.V.F. LEONEN
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 this Court's Division.



ALEXANDER G. GESMUNDO
Chief Justice