



Republic of the Philippines  
Supreme Court  
Manila

THIRD DIVISION

PAOLO B. DAVANTES,  
Petitioner,

G.R. No. 259609

Present:

-versus-

CAGUIOA, J.,  
*Chairperson,*  
INTING,  
GAERLAN,  
DIMAAMPAO, *and*  
SINGH, JJ.

C.F. SHARP CREW MANAGEMENT  
INC., CLAUS-PETER OFFEN  
TANKSCHIFFFREEDEREI (GMBH &  
CO.) KG, and/or MIGUEL ROCHA,  
Respondents.

Promulgated:  
August 7, 2024

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DECISION

GAERLAN, J.:

Before the Court is a Petition for Review on *Certiorari*<sup>1</sup> assailing the Decision<sup>2</sup> dated October 20, 2021 and Resolution<sup>3</sup> dated March 7, 2022 of the Court of Appeals (CA) in CA-G.R. SP No. 167172. The CA annulled the Decision dated January 31, 2020 and Resolution dated August 28, 2020 of the National Labor Relations Commission (NLRC) in NLRC LAC CN. (M) 11-000725-19 OFW.<sup>4</sup> The NLRC, in turn, affirmed with modifications the Decision dated August 30, 2019 of the Labor Arbiter (LA) granting petitioner Paolo B. Davantes (Davantes) total and permanent disability benefits in the total amount of USD 98,848.00 based on the Schedule of Disability Compensation in the Verdi/IMEC-IBF TCC Collective Bargaining Agreement (CBA).<sup>5</sup>

<sup>1</sup> *Rollo*, pp. 8–36.

<sup>2</sup> *Id.* at 37–45. Penned by Associate Justice Myra V. Garcia-Fernandez and concurred in by Associate Justices Louis P. Acosta and Bonifacio S. Pascua of the Twelfth Division, Court of Appeals, Manila.

<sup>3</sup> *Id.* at 46–47. Penned by Associate Justice Myra V. Garcia-Fernandez and concurred in by Associate Justices Louis P. Acosta and Bonifacio S. Pascua of the Former Twelfth Division, Court of Appeals, Manila.

<sup>4</sup> *Id.* at 44.

<sup>5</sup> *Id.*

Davantes alleged that he had been working with C.F. Sharp Crew Management Inc. (C.F. Sharp) on behalf of its principal, Claus-Peter Offen Tankschiffreederei (GMBH & Co.) KG, for 20 years and had completed all his employment contracts without any health issues.<sup>6</sup>

On May 13, 2017, Davantes was hired as an able seaman on board vessel BSL Elsa for a tour of duty of one month and covered by the Verdi/IMEC-IBF TCC Collective Bargaining Agreement (CBA). Before deployment, Davantes underwent a Pre-Employment Medical Examination (PEME) wherein he was found fit to work.<sup>7</sup>

On June 24, 2017, the crew members of BSL Elsa were instructed to undertake an emergency drill under the sweltering heat of the sun. According to Davantes, the drill took a toll on him. He was brought to his cabin for rest. While still feeling dazed, Davantes reported for his duty that midnight. At around 3:00 a.m. of June 25, 2017, Davantes felt his heart beating abnormally fast. Thinking that it was merely fatigue, he finished his duty but he already felt suffocated. Davantes waited until 9:00 a.m. of the same day to report his condition. After assessment by the Master, Davantes was disembarked and brought to a shore-side clinic in Venezuela. Eventually, he was brought to a hospital since his condition deteriorated. At the hospital, Davantes underwent Coronary Bypass Graft surgery. Thereafter, on July 25, 2017, Davantes was repatriated to the Philippines.<sup>8</sup>

Upon arrival, Davantes was referred to Dr. Robert Lim (Dr. Lim) of Cardinal Santos Medical Center. Several tests were conducted and he was observed to have high white blood cell and platelet count and Anterolateral Wall Ischemia. After four months of treatment, Dr. Lim diagnosed Davantes with “Myocardial Infarction, Coronary Artery Disease, Hypertension.” As such, Davantes was declared unfit to work. Davantes also consulted his physician of choice, Dr. Antonio C. Pascual (Dr. Pascual) of the Philippine Heart Center, who likewise declared him as unfit to work.<sup>9</sup>

On March 7, 2019, Davantes filed a complaint for total and permanent disability benefits, damages, and attorney’s fees against C.F. Sharp.<sup>10</sup> On March 14, 2018, Davantes was given a compensation of USD 20,900.00. However, Davantes claims that the amount of USD 20,900.00, which he already received, is grossly inappropriate to the USD 102,308.00 he claims to be entitled pursuant to the CBA.<sup>11</sup>

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<sup>6</sup> *Id.* at 38.

<sup>7</sup> *Id.*

<sup>8</sup> *Id.*

<sup>9</sup> *Id.*

<sup>10</sup> *Id.* at 37.

<sup>11</sup> *Id.* at 38.

For their part, C.F. Sharp averred that Davantes was referred to Marine Medical Services for further evaluation and treatment for his “S/P Myocardial Infarction; Coronary Artery Disease; Hypertension; S/P Coronary Artery Bypass Graft.” After initial examination, Marine Medical Services observed the following: (1) Davantes had chest pain upon waking up on June 26, 2017; (2) Davantes was previously diagnosed with Hypertension by a private doctor in Marikina; and (3) Davantes is a cigarette smoker and occasionally drinks alcohol. Hence, the company-designated physician gave Davantes a final disability grading of Grade 7 for moderate residual or disorder.<sup>12</sup>

Further, C.F. Sharp narrated that Davantes had previously filed a complaint for disability benefits. The said previous complaint was docketed as NLRC-NCR Case No. 03-04582-18, but was dismissed upon motion of both parties and after they have entered into a settlement agreement. By virtue of the settlement agreement between Davantes and C.F. Sharp, the former received the amount of USD 20,900.00 or equivalent to a Grade 7 disability benefit. Accordingly, Davantes executed a Release of All Rights, *Pagpapaubaya sa Lahat ng Karapatan*, and Affidavit of Claimant, all of which were dated March 14, 2018. On even date, the LA in NLRC-NCR Case No. 03-04582-18 dismissed the case with prejudice.<sup>13</sup>

To their surprise, Davantes filed another complaint. Thus, C.F. Sharp argues that this later complaint should be dismissed on the ground of *res judicata*. C.F. Sharp also argues that Davantes is not entitled to disability benefits under the CBA because the latter requires the disability to be caused by an accident, which Davantes failed to allege and prove. Lastly, C.F. Sharp claims that there was concealment on the part of Davantes when he did not declare during his PEME that he had a pre-existing illness or condition.<sup>14</sup>

### **Ruling of the LA**

In a Decision dated August 30, 2019, the LA ruled in favor of Davantes:

WHEREFORE, premises considered, judgment is hereby rendered finding respondent C.F. SHARP CREW MANAGEMENT INC., CLAUS-PETER OFFEN TANKSCHIFFFREEDEREI (GMBH & CO.), and/or MIGUEL ROCHA jointly and severally liable to pay complainant PAOLO B. DAVANTES total and permanent disability benefits in the amount of SEVENTY SEVEN THOUSAND NINE HUNDRED FORTY EIGHT US DOLLARS ([USD] 77,948.00); or its peso equivalent at the time of payment;

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<sup>12</sup> *Id.* at 39.

<sup>13</sup> *Id.*

<sup>14</sup> *Id.*

plus ten (10%) percent of the total monetary award as and by way of attorney's fees."<sup>15</sup>

The LA agreed with Davantes that the amount of USD 20,900.00 is grossly disproportionate to the benefits he is entitled under the CBA. Consequently, the quitclaim executed by Davantes in favor of C.F. Sharp is invalid.

Aggrieved, C.F. Sharp filed an appeal.

### **Ruling of the NLRC**

The NLRC agreed with the LA that Davantes is entitled to total and permanent disability benefits, however, it should be granted under the Philippine Overseas Employment Administration-Standard Employment Contract (POEA-SEC). It follows that the amount of USD 20,900.00 received by Davantes is grossly disproportionate to USD 60,000.00 which he is entitled to. Further, the NLRC explained that the CBA cannot be applied because Davantes failed to prove that the disability was caused by an accident, a circumstance that the CBA requires. Moreover, the NLRC held that there is no *res judicata* because the Order dated March 14, 2018 issued by the LA dismissing the complaint docketed as NLRC-NCR Case No. 03-04582-18 did not resolve the case on the merits.<sup>16</sup>

Hence, in its Decision dated January 31, 2020, the NLRC disposed as follows:

WHEREFORE, premises considered, the assailed Decision of Labor Arbiter Thomas T. Que dated August 30, 2019 is AFFIRMED with modification, in that:

1. The Complainant is entitled to total and permanent disability benefits which, after deducting the amount of [USD] 20,900.00 already received by the Complainant, [USD] 39,100.00.
2. The award of ten percent of the judgment award as attorney's fees is granted.

The rest of the Labor Arbiter's Decision, so long as not inconsistent with Our herein Decision is likewise AFFIRMED.

All other claims are denied for lack of merit.

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<sup>15</sup> *Id.* at 39–40.

<sup>16</sup> *Id.* at 40–41.

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SO ORDERED.<sup>17</sup>

C.F. Sharp moved for reconsideration, but was denied in a Resolution dated August 28, 2020.<sup>18</sup> Hence, C.F. Sharp filed a Petition for *Certiorari* before the CA.

### **Ruling of the CA**

The CA found merit in the Petition for *Certiorari* filed by C.F. Sharp. First, the CA ruled that Davantes's disability has become total and permanent by operation of law because of the failure on the part of C.F. Sharp to personally give Davantes a final medical assessment within 120 or 240-day period from his repatriation.<sup>19</sup> The CA pointed out that there is no proof that Davantes received a copy of the Grade 7 disability rating stated in a letter by Melissa Co-Sia, M.D. and addressed to Dr. Lim.<sup>20</sup>

Nonetheless, Davantes is disqualified from receiving his total and permanent disability benefits due to his concealment of pre-existing hypertension. As explained by the CA:

During his PEME, [Davantes] stated in his medical history that he has not suffered or diagnosed, sought advice, or treatment from a medical doctor regarding high blood pressure. However, [Davantes's] past medical history shows that he was diagnosed by a private doctor in Marikina in 2010 and was lately maintained on Clonidine (Catapres) 150 mcg/day 1-2 tablets per day and [Davantes] took them irregularly. According to the website of MIMS, the Asia Pacific leading multichannel provider of trusted, quality medical information, medical education and knowledge services connecting healthcare communities, Clonidine is used to treat hypertension. Clearly, [Davantes] has long been diagnosed of hypertension and was prescribed by Clonidine but he did not disclose such facts during his PEME, which resulted in him being declared as fit to work. Applying the case of Rillera in the case at bar, [Davantes's] act of concealment, in his PEME could be construed as intention to deceive [C.F. Sharp] with regard to his true medical condition.<sup>21</sup>

Thus, in its Decision dated October 20, 2021, the CA disposed as follows:

WHEREFORE, the petition is GRANTED. The decision and resolution dated January 31, 2020 and August 28, 2020, respectively, issued by the National Labor Relations Commission in NLRC LAC CN. (M) 11-000725-19 OFW are ANNULLED AND SET ASIDE. The complaint for total and permanent disability benefits, damages, and attorney's fees is DISMISSED.

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<sup>17</sup> *Id.* at 64–65.

<sup>18</sup> *Id.* at 41.

<sup>19</sup> *Id.*

<sup>20</sup> *Id.*

<sup>21</sup> *Id.* at 43–44.

SO ORDERED.<sup>22</sup>

Davantes filed a Motion for Reconsideration, but was denied in a Resolution dated March 7, 2022.

Aggrieved, Davantes filed the instant Petition for Review on *Certiorari* before the Court.

### **Petition for Review on *Certiorari***

In his Petition, Davantes raised the following arguments: (1) there is no proof of concealment on his part; and (2) he is entitled to total and permanent disability benefits.

Pursuant to a Resolution dated August 1, 2022 issued by the Court, C.F. Sharp filed its Comment. Davantes, on the other hand, filed his Reply following the Resolution dated February 8, 2023 likewise issued by the Court.

### **Ruling of the Court**

The Petition has merit.

Preliminarily, the Court notes that the Order dated March 14, 2018 issued by the NLRC dismissed with prejudice a previous claim for disability benefits filed by Davantes.<sup>23</sup> The said dismissal of the previous claim was premised on Davantes's execution of "Release of All Rights, *Pagpapaubaya sa Lahat ng Karapatan*, and Affidavit of Claimant," all dated March 14, 2018 and issued in favor of respondents.<sup>24</sup>

Quitclaims are generally frowned upon for being contrary to public policy. Nevertheless, the Court has recognized some legitimate waivers that represent a voluntary and reasonable settlement of a worker's claim.<sup>25</sup> In order for a deed of release, waiver or quitclaim pertaining to an existing right to be valid, it must meet the following requirements: (1) that there was no fraud or deceit or coercion on the part of any of the parties; (2) that the consideration for the quitclaim is sufficient and reasonable; and (3) that the contract is not contrary to law, public

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<sup>22</sup> *Id.* at 44.

<sup>23</sup> *Rollo*, p. 39.

<sup>24</sup> *Id.*

<sup>25</sup> *De Jesus v. Inter-Orient Maritime Enterprises, Inc.*, G.R. No. 203478, June 23, 2021 [Per J. Hernando, Third Division].

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order, public policy, morals or good customs, or prejudicial to a third person with a right recognized by law.<sup>26</sup>

Here, the Court cannot sustain the validity of the quitclaim. As will be discussed below, there is merit in Davantes’s supplication that the settlement amount of USD 20,900.00 is disproportionate to the disability benefits which he should have received.<sup>27</sup>

The following pronouncement of the Court in *Manansala v. Marlow Navigation Phils., Inc., et al.*<sup>28</sup> is instructive:

As laypersons, seafarers cannot be expected to make completely accurate accounts of their state of health. Unaware of the nuances of medical conditions, they may, in good faith, make statements that turn out to be false. These honest mistakes do not negate compensability for disability arising from pre-existing illnesses shown to be aggravated by their working conditions. However, when a seafarer’s proper knowledge of pre-existing conditions and intent to deceive an employer are established, compensability is negated.<sup>29</sup>

Further explained in *Manansala* is the conduct of PEME for the seafarers:

Prospective seafarers undergo a pre-employment medical examination (PEME) to determine if they are fit to work. Republic Act No. 8042, as amended, otherwise known as the Migrant Workers and Overseas Filipinos Act of 1995, tasks the Department of Health to regulate the operations of clinics conducting PEMEs for migrant workers.

Department of Health Administrative Order No. 2007-0025, which was in effect when petitioner took his PEME, articulated guidelines on PEMEs for seafarers. It identified minimum test requirements, summarized as follows:

TEST	PEME “A” New Candidates	PEME “B” Serving Seafarers (below 40 years old)	PEME “C” Serving Seafarers (40 years old and above)
Audiometry	✓	✓	✓
Blood Uric Acid	X	X	✓
Chest X-Ray	✓	✓	✓
Color Perception Test	✓	✓	✓

<sup>26</sup> See *Arlo Aluminum, Inc. v. Piñon, Jr.*, 813 Phil. 188 (2017) [Per J. Mendoza, Second Division].  
<sup>27</sup> *Rollo*, pp. 40–41.  
<sup>28</sup> 817 Phil. 84 (2017) [Per J. Leonen, Third Division].  
<sup>29</sup> *Id.* at 87–88.

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Complete Blood Count and Blood Typing	✓	✓	✓
Complete Physical Examination and Medical History	✓	✓	✓
Dental Examination	✓	✓	✓
ECG	✓	X	✓
Fasting Blood Sugar	X	X	✓
Hepatitis B Screening	✓	✓	✓
HIV	OPTIONAL		
Psychometric examinations	✓	✓	✓
Routine Stool	✓	✓	✓
Routine Urinalysis	✓	✓	✓
RPR	✓	✓	✓
Total cholesterol	X	X	✓
Triglyceride	X	X	✓
Visual Acuity	✓	✓	✓

As to their source, there are two categories of information obtained in PEMEs. First is information obtained from and colored by the prospective seafarer’s opinion, *i.e.*, information on medical history gained from probing questions asked to prospective seafarers and answered by them to the best of their knowledge. Second is information generated by procedures conducted by health professionals.<sup>30</sup>

After the PEME, a prospective seafarer is found either: (1) fit for sea duty; (2) unfit for sea duty; or (3) temporarily unfit for sea duty. While PEME is not an in-depth examination of the actual status of a prospective seafarer’s health, it must still fulfill its purpose of ascertaining capacity to safely perform tasks at sea.

Upon finding that the prospective seafarer is fit for sea duty, an employment contract may now be executed.

The entitlement of seafarers on overseas work to disability benefits is a matter governed, not only by medical findings but by law and by contract.<sup>31</sup> By law, the material statutory provisions are Articles 197 to 199 of the Labor Code in relation to Rule X, Section 2(a) of the Amended Rules on Employee Compensation. By law, both the POEA-SEC and the CBA may cover the seafarer’s employment.<sup>32</sup>

<sup>30</sup> *Id.* at 99--103.  
<sup>31</sup> *Petipit, Jr. v. Crossworld Marine Services, Inc.*, G.R. No. 247970, July 14, 2021 [Per J. Carandang, First Division].  
<sup>32</sup> *See Trans-Global Maritime Agency, Inc. v. Utanes*, 885 Phil. 544 (2020) [Per J. Lopez, First Division].

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Indeed, a CBA covers Davantes's employment. However, the schedule of payment of benefits therein refers only to permanent disability as a result of an accident or injury.<sup>33</sup> Davantes did not claim total and permanent disability benefits on that basis. Hence, the application of the POEA-SEC.

The POEA-SEC, meanwhile, is deemed integrated with every agreement between the seafarer and his employer. Here, Davantes's employment contract with C.F. Sharp was executed in 2017 and is covered by the 2010 Amended Standard Terms and Conditions Governing the Overseas Employment of Filipino Seafarers On-Board Ocean-Going Ships<sup>34</sup> (2010 POEA-SEC).

Under Section 20(A) of the 2010 POEA-SEC, a seafarer is entitled to several compensation and benefits for any work-related illness or injury that he may have suffered during the term of the contract such as expenses for medical treatment, sickness allowance, and disability benefits.<sup>35</sup>

On this note, the Court quotes with approval the CA ruling as regards Davantes's entitlement to total and permanent disability benefits, to wit:

Based on the record, it is clear the [Davantes's] disability has become total and permanent because [C.F. Sharp] failed to personally give [Davantes] a final medical assessment within 120 or 240-day period from his repatriation. Record shows that the Grade 7 disability rating came from a letter dated December 4, 2017 issued by Melissa Co-Sia, M.D. addressed to a Dr. Lim and that there is nothing on record showing that [Davantes] received a final medical assessment before the end of the 120 or 240-day period.<sup>36</sup>

Hence, by operation of law, Davantes shall be entitled to total and permanent disability benefits under the 2010 POEA-SEC.

However, following Section 20(E) of the 2010 POEA-SEC, a seafarer who knowingly conceals a pre-existing illness or condition shall be disqualified from claiming any compensation and benefits.

As defined in the 2010 POEA-SEC,<sup>37</sup> an illness is pre-existing if prior to the processing of the POEA-SEC, any of the following conditions are present: (1) the advice of a medical doctor on treatment was given for such continuing illness or condition; or (2) the seafarer had been diagnosed and has

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<sup>33</sup> *Rollo*, p. 49.

<sup>34</sup> POEA Memorandum Circular No. 10, Series of 2010 dated October 26, 2010.

<sup>35</sup> *PAL Maritime Corp. v. Dalisay*, G.R. Nos. 218115 & 218170, January 27, 2021 [Per J. M. Lopez, Second Division].

<sup>36</sup> *Rollo*, p. 41, CA Decision, p. 5.

<sup>37</sup> 2010 POEA-SEC, Definition of Terms, Item No. 11 (a) and (b); *See also PAL Maritime Corp. v. Dalisay*, *supra* note 35.

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knowledge of such illness or condition, but failed to disclose it during the PEME, and such cannot be diagnosed during such examination.

Here, C.F. Sharp imputes that Davantes had knowingly concealed his pre-existing hypertension.

To knowingly conceal, it must be intentional.<sup>38</sup> In *Manansala*, the Court took into consideration the acts of the seafarer subsequent to his repatriation. The seafarer in *Manansala* maintained before the company-designated physician that he had no history of either hypertension or diabetes, but declared otherwise before his personal physician. In fact, the seafarer's intention to conceal was manifested when he later admitted that he actually regularly takes maintenance medicine for his hypertension and diabetes. Showing bad faith, he coupled his concealment with an unsubstantiated claim that it was the examining physician who did not clearly record his answers in the PEME.

On the other hand, the case of *Deocariza v. Fleet Management Services Phils., Inc.*,<sup>39</sup> shows a picture of when a pre-existing illness was not knowingly concealed. In *Deocariza*, the Court ruled that there was no concealment since the diagnosis of “mechanical heart valves” could have been determined in the 2D echogram conducted during the PEME. Moreover, in *Ranoa v. Anglo-Eastern Crew Management Phils., Inc.*,<sup>40</sup> the Court ruled that the seafarer's supposed admission of hypertension was not sufficient to prove that he had the intent to deceive such pre-existing illness.

As applied in the case at bar, a couple of circumstances warrant the conclusion that Davantes did not knowingly conceal his pre-existing hypertension. *First*. Unlike the seafarer in *Manansala*, Davantes immediately admitted to the company-designated physician that he consulted a doctor in 2010 for hypertension. While he was prescribed with maintenance medicine for hypertension, Davantes admitted that he did not take it regularly. *Second*. The following pieces of evidence presented by C.F. Sharp are insufficient to prove that Davantes intended to knowingly conceal his pre-existing hypertension: (1) the PEME dated August 31, 2016 showing that Davantes marked “NO” in the medical history portion covering high blood pressure; (2) that the foreign doctors who examined Davantes noted hypertension in his important personal history; and (3) notes from the company-designated physician's interview where Davantes stated that he was diagnosed with hypertension in 2010.<sup>41</sup>

<sup>38</sup> *Career Philippines Shipmanagement, Inc. v. Godinez*, 819 Phil. 86, 100 (2017) [Per J. Del Castillo, First Division].

<sup>39</sup> 836 Phil. 1087, 1100 (2018) [Per J. Perlas-Bernabe, Second Division].

<sup>40</sup> 867 Phil. 108 (2019) [Per J. Lazaro-Javier, First Division].

<sup>41</sup> *Rollo*, pp. 67-68.

More importantly, Davantes was already 50 years old<sup>42</sup> when the PEME was conducted on August 31, 2016. From the PEME guidelines quoted above, Davantes was required to undergo PEME C which involves more tests than PEME A and B. Specifically, Davantes had to undergo the following additional tests: Blood Uric Acid, ECG, Fasting Blood Sugar, Total cholesterol, and Triglyceride. Given this more rigorous PEME, it is unlikely not to detect hypertension or any symptom of it. Verily, had Davantes been suffering from a pre-existing hypertension at the time of his PEME, the same could have been easily detected by standard tests or procedures under PEME C, i.e., blood pressure, electrocardiogram, chest x-ray, and/or blood chemistry.<sup>43</sup> A recommendation that a seafarer is “fit for sea duty” when standardized procedures would reveal otherwise, can only mean that the medical examiner failed to diligently screen the seafarer.<sup>44</sup>

Undoubtedly, then, Davantes is entitled to total and permanent disability benefits in the amount of USD 60,000.00. In addition, Davantes is entitled to attorney’s fees equivalent to 10% of the total monetary awards following Article 2208 of the New Civil Code, which allows its recovery in actions to recover wages of laborers and actions for indemnity under employer’s liability laws. Lastly, consistent with recent jurisprudence, interest at the rate of 6% per annum shall be imposed on the total monetary award.

**ACCORDINGLY**, the Petition for Review on *Certiorari* is **GRANTED**. The Decision dated October 20, 2021 and the Resolution dated March 7, 2022 of the Court of Appeals in CA-G.R. SP No. 167172 are **REVERSED** and **SET ASIDE**.

Respondents C.F. Sharp Crew Management Inc., Claus-Peter Offen Tankschiffreederei (GMBH & Co.) KG, and Miguel Rocha are **ORDERED** to **JOINTLY AND SOLIDARILY PAY** petitioner Paolo B. Davantes the following:

- (a) USD 60,000.00 or its peso equivalent representing his disability benefits under the 2010 Philippine Overseas Employment Administration-Standard Employment Contract, less the amount of USD 20,900.00 already received by petitioner Paolo B. Davantes; and
- (b) Attorney’s fees equivalent to 10% of the total monetary award.

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<sup>42</sup> *Id.* at 35.

<sup>43</sup> *See Philsynergy Maritime, Inc. v. Columbano Pagusan Gallano, Jr.*, 832 Phil. 922, 937–938 (2018) [Per J. Perlas-Bernabe, Second Division].


<sup>44</sup> *Manansala v. Marlow Navigation Phils., Inc.*, *supra* note 28, at 104.

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The total monetary award shall be subject to interest rate of 6% per annum from the date of finality of this Decision until full payment.

The Labor Arbiter is hereby **ORDERED** to make a computation of the total monetary awards due to petitioner Paolo B. Davantes in accordance with this Decision.

**SO ORDERED.**



**SAMUEL H. GAERLAN**  
Associate Justice

WE CONCUR:



**ALFREDO BENJAMIN S. CAGUIOA**  
Associate Justice



**HENRI JEAN PAUL B. INTING**  
Associate Justice



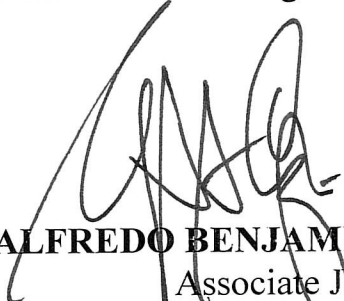
**JAPAR B. DIMAAMPAO**  
Associate Justice



**MARIA FILOMENA D. SINGH**  
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.



**ALFREDO BENJAMIN S. CAGUIOA**  
Associate Justice  
Third Division, Chairperson

**CERTIFICATION**

Pursuant to Article VIII, Section 13 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

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