



REPUBLIC OF THE PHILIPPINES  
SUPREME COURT  
Manila

SECOND DIVISION

**NOTICE**

Sirs/Mesdames:

*Please take notice that the Court, Second Division, issued a Resolution dated July 4, 2022 which reads as follows:*

**“G.R. No. 232896 (GLOBAL GATEWAY CREWING SERVICES, INC., petitioner v. DIONITO M. HANDA, respondent).** — The solidary liability of local manning agencies for money claims of seafarers shall not be affected by any substitution or amendment of the workers’ employment contracts. Their liability subsists notwithstanding the assumption of responsibility by a new manning agency.

This Court resolves a Petition for Review on Certiorari<sup>1</sup> under Rule 45 of the Rules of Court assailing the Court of Appeals Decision<sup>2</sup> and Resolution,<sup>3</sup> which, in turn, reversed the National Labor Relations Commission’s Decision<sup>4</sup> denying Dionito M. Handa’s (Handa) claim for unpaid wages, among others.

On August 28, 2011, Global Gateway Crewing Services, Inc. (Global Gateway), for and on behalf of its foreign principal Fairport Shipping Ltd. (Fairport), engaged the services of Handa as a Third Engineer onboard the vessel M/V Taisetsu. The Contract of Employment was for a period of seven months and stipulated a basic monthly salary of US\$936.00, overtime pay of US\$583.00, vacation leave pay of US\$249.00, and allowance of US\$32.00.<sup>5</sup>

In November 2011, Handa was transferred to a different manning agency named Stella Marris Ship Management, Inc. (Stella Marris). The

<sup>1</sup> *Rollo*, pp. 15–30.

<sup>2</sup> *Id.* at 37–72. The October 5, 2016 Decision in CA-G.R. SP No. 135145 was penned by Associate Justice Danton Q. Bueser and concurred in by Associate Justices Apolinario D. Bruselas, Jr. and Renato C. Francisco of the Fourteenth Division of the Court of Appeals, Manila.

<sup>3</sup> *Id.* at 74–75. The July 13, 2017 Resolution in in CA-G.R. SP No. 135145 was penned by Associate Justice Danton Q. Bueser and concurred in by Associate Justices Apolinario D. Bruselas, Jr. and Renato C. Francisco of the Former Fourteenth Division of the Court of Appeals, Manila.

<sup>4</sup> *Id.* at 123–134. The January 13, 2014 Decision in NLRC LAC No. 10-000957-13-OFW-M NLRC NCR-M-12-17704-12 was penned by Commissioner Angelo Ang Palaña and concurred in by Commissioners Herminio V. Suelo and Numeriano D. Villena of the Fourth Division, National Labor Relations Commission.

<sup>5</sup> *Id.* at 37–39.

new manning agency executed an Affidavit of Assumption of Responsibility wherein it assumed full responsibility for Global Gateway's contractual obligations to its seafarers.<sup>6</sup>

As his contract was about to end, Handa wanted to be repatriated but was convinced to sign another two-month employment contract with Stella Marris.<sup>7</sup>

Notwithstanding that the extension contract was only for two months, Handa was required to render work for more than six months and was only repatriated on October 8, 2012.<sup>8</sup>

Prior to his repatriation, Handa acknowledged a Final Wages Account wherein Fairport recognized Handa's unpaid wages of US\$16,576.34, to be settled in Manila through Stella Marris. Upon his arrival in the Philippines, Handa sought the payment of his unpaid wages, but Stella Marris refused to pay,<sup>9</sup> and Global Gateway likewise denied Handa's request for payment.<sup>10</sup>

Handa then filed before the labor arbiter a complaint for nonpayment of wages.<sup>11</sup>

For their part, Global Gateway and Stella Marris alleged that in line with Fairport's change of manning agency, a new set of contracts was prepared by Stella Marris, continuing the engagement of Global Gateway to its seafarers. Handa refused to sign the new contract since he no longer wanted to continue his stay.<sup>12</sup>

Subsequently, the vessel was laid up in Africa after colliding with another vessel. As a result of the accident, Fairport terminated its manning relations with Stella Marris. All the crew members, including Handa, were advised that their allotments would be directly deposited into their accounts. This notwithstanding, Fairport failed to make any remittance to their account.<sup>13</sup>

In September 2012, the crew was informed that they would be repatriated. They, however, refused to disembark until they received their unpaid salary. The crew agreed to disembark only through the intervention of the International Transport Workers' Federation in London and after

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<sup>6</sup> Id. at 83.

<sup>7</sup> Id. at 38.

<sup>8</sup> Id.

<sup>9</sup> Id. at 38 and 125.

<sup>10</sup> Id. at 38-39.

<sup>11</sup> Id. at 39.

<sup>12</sup> Id. at 39-40.

<sup>13</sup> Id. at 85-86.

receiving their one-month salary.<sup>14</sup>

To protect the crew's interest, Stella Marris decided to employ lawyers and institute an action against Fairport in Durban, Africa. Stella Marris then requested authorization from the crew members allowing it to institute an action on their behalf. A Joint Affidavit/Undertaking was executed by the seafarers giving Stella Marris authority to prosecute and file a claim against Fairport on their behalf and name.<sup>15</sup>

In October 2012, Stella Marris, through their appointed lawyers, instituted an action against the vessel M/V Taisetsu. The case, which was filed in KwaZulu-Natal High Court, Durban, Africa, was docketed as Case No. A 127/2012. During the proceedings, a vessel associated with M/V Taisetsu, M/V Asahi, was arrested and detained in Durban. Later, the owners of the vessel, through counsel Shepstone & Wylie Attorneys, presented before the court a Letter of Undertaking in favor of the seafarers guaranteeing payment of all their unpaid wages.<sup>16</sup>

On July 19, 2013, the labor arbiter dismissed Handa's complaint for lack of merit.<sup>17</sup> The labor arbiter ruled that, as evidenced by the Affidavit/Undertaking, Stella Marris had instituted a similar claim before a foreign court on behalf of Handa.<sup>18</sup>

Aggrieved, Handa appealed before the National Labor Relations Commission.<sup>19</sup>

In its January 13, 2014 Decision, the National Labor Relations Commission affirmed the labor arbiter's ruling after finding that Handa was guilty of forum shopping. It held that all the elements of *litis pendentia* are present, warranting the denial of Handa's complaint. It noted the pending case before the KwaZulu-Natal High Court involving similar facts and praying for the same relief.<sup>20</sup>

It brushed aside Handa's argument that the cases involved different respondents and ruled that while the admiralty case impleads Fairport as respondent, and the case before the National Labor Relations Commission has for its respondents Fairport and the local manning agencies, the identities of the parties "are such as to be representative of the exact same

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<sup>14</sup> Id. at 86.

<sup>15</sup> Id. at 87.

<sup>16</sup> Id. at 88.

<sup>17</sup> Id. at 81-93. The July 19, 2013 Decision in NLRC-NCR-OFW (M)-12-17704-12 was penned by Labor Arbiter Pablo A. Gajardo, Jr. of the National Labor Relations Commission.

<sup>18</sup> Id. at 90.

<sup>19</sup> Id. at 94-116.

<sup>20</sup> Id. at 130.

interest in both actions.”<sup>21</sup>

Finally, the National Labor Relations Commission rejected Handa’s assertion that there was a failure to prove the admiralty case’s pendency. It decreed that Handa’s narration of the circumstances surrounding the filing of the admiralty case, coupled with the Affidavit/Undertaking and Letter of Undertaking established the admiralty case’s existence.<sup>22</sup>

Handa moved for reconsideration,<sup>23</sup> but it was denied on February 28, 2014.<sup>24</sup>

Dissatisfied with the decision, Handa filed a Petition for Certiorari before the Court of Appeals.

In its assailed October 5, 2016 Decision, the Court of Appeals reversed the ruling of the National Labor Relations Commission and ordered Fairport, Global Gateway, and Stella Marris to pay Handa US\$21,967.34 for backwages, overtime pay, allowances and vacation leave credits.<sup>25</sup>

It decreed that the parties’ evidence was insufficient to prove the admiralty case’s pendency. It found the Letter of Undertaking’s photocopy presented by the local manning agencies inadmissible. It held that while technical rules of procedure do not bind administrative and quasi-judicial bodies, due process requires that evidence presented must have a modicum of admissibility to be given probative value.<sup>26</sup>

In any case, it ruled that there was no violation of the rule against forum shopping as there was no identity of parties and issues.<sup>27</sup> Further, it held that Republic Act No. 8042 or the Migrant Workers and Overseas Filipinos Act of 1995 vests in the labor arbiter jurisdiction over cases involving a seafarer’s claim for unpaid wages.<sup>28</sup>

Global Gateway moved for reconsideration but was denied in a July 13, 2017 Resolution.<sup>29</sup>

Global Gateway then filed a Petition for Review before this Court. It argues that the Court of Appeals erred in reversing the National Labor

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<sup>21</sup> Id. at 131.

<sup>22</sup> Id. at 132.

<sup>23</sup> Id. at 135–153.

<sup>24</sup> Id. at 155–157.

<sup>25</sup> Id. at 72.

<sup>26</sup> Id. at 46–47.

<sup>27</sup> Id. at 49.

<sup>28</sup> Id. at 51.

<sup>29</sup> Id. at 74–75.

Relations Commission's Decision considering that a writ of certiorari is a remedy limited to errors of jurisdiction.<sup>30</sup> It likewise contends that the labor arbiter correctly gave credence to the notarized Affidavit/Undertaking signed by respondent. It maintains that the Affidavit/Undertaking, coupled with the other documents presented, proved the existence of the admiralty case.<sup>31</sup>

Respondent counters that the Petition raises questions of fact violative of the Rules of Court. He claims that the issues' resolution requires a review of the evidence presented warranting the Petition's outright dismissal.<sup>32</sup>

Additionally, he insists that petitioner failed to present competent evidence to establish the admiralty case's pendency. He contends that the photocopy of the Letter of Undertaking and the Affidavit/Undertaking are inadequate to prove the case's existence.<sup>33</sup> He further asserts that his disquisitions do not equate to his admission of the case's pendency.<sup>34</sup> Finally, he avers that no forum shopping was committed since petitioner failed to establish the elements of *res judicata*.<sup>35</sup>

For this Court's resolution are the following issues:

First, whether or not questions of fact may be resolved in the Petition;

Second, whether or not respondent Dionito M. Handa's claim is barred on account of forum shopping; and

Finally, whether or not petitioner Global Gateway Crewing Services, Inc. should be held solidarily liable with Fairport and Stella Marris for the amounts claimed by respondent Dionito M. Handa.

## I

The power of this Court to review a Court of Appeals decision in a labor case has its limits.<sup>36</sup> This Court's inquiry shall be "limited to a review of errors of law imputed to the [Court of Appeals]."<sup>37</sup>

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<sup>30</sup> Id. at 22–27.

<sup>31</sup> Id. at 28.

<sup>32</sup> Id. at 209–211.

<sup>33</sup> Id. at 211–216.

<sup>34</sup> Id. at 216–217.

<sup>35</sup> Id. at 218–221.

<sup>36</sup> *Protective Maximum Security Agency, Inc. v. Fuentes*, 753 Phil. 482 (2015) [Per J. Leonen, Second Division].

<sup>37</sup> *Bani Rural Bank, Inc. v. De Guzman*, 721 Phil. 84 (2013) [Per J. Brion, Second Division].

*Career Philippines Shipmanagement, Inc. v. Serna*<sup>38</sup> laid down the procedural parameters in cases involving a Rule 45 petition in labor cases:

As a rule, only questions of law may be raised in a Rule 45 petition. In one case, we discussed the particular parameters of a Rule 45 appeal from the CA's Rule 65 decision on a labor case, as follows:

In a Rule 45 review, we consider the correctness of the assailed CA decision, in contrast with the review for jurisdictional error that we undertake under Rule 65. Furthermore, Rule 45 limits us to the review of questions of law raised against the assailed CA decision. In ruling for legal correctness, we have to view the CA decision in the same context that the petition for certiorari it ruled upon was presented to it; **we have to examine the CA decision from the prism of whether it correctly determined the presence or absence of grave abuse of discretion in the NLRC decision before it, not on the basis of whether the NLRC decision on the merits of the case was correct.** In other words, we have to be keenly aware that the CA undertook a Rule 65 review, not a review on appeal, of the NLRC decision challenged before it.

Accordingly, we do not re-examine conflicting evidence, re-evaluate the credibility of witnesses, or substitute the findings of fact of the NLRC, an administrative body that has expertise in its specialized field. Nor do we substitute our "own judgment for that of the tribunal in determining where the weight of evidence lies or what evidence is credible." The factual findings of the NLRC, when affirmed by the CA, are generally conclusive on this Court.<sup>39</sup> (Emphasis in the original and citations omitted)

Nonetheless, the rule that this Court will not entertain factual issues admits exceptions. When the Court of Appeals' factual findings contradict those of the administrative agencies from which the case originated, as in this case, this Court may examine the facts and reevaluate the evidence to determine the existence of grave abuse of discretion.<sup>40</sup>

## II

The National Labor Relations Commission is deemed to have committed grave abuse of discretion "when its findings and conclusions are not supported by substantial evidence, which refers to that amount of relevant evidence that a reasonable mind might accept as adequate to justify a conclusion."<sup>41</sup>

<sup>38</sup> 700 Phil. 1 (2012) [Per J. Brion, Second Division]

<sup>39</sup> Id. at 9.

<sup>40</sup> *Stord Development Corp. v. Noya*, G.R. No. 232687, February 4, 2019, <<https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/64992>> [Per J. Perlas-Bernabe, Second Division].

<sup>41</sup> Id.

In this case, the National Labor Relations Commission decreed that respondent's filing of a complaint before the Labor Arbiter despite the pendency of the admiralty case renders him guilty of forum shopping.<sup>42</sup>

The Court of Appeals reversed the National Labor Relations Commission's decision after it found inadequate the evidence presented to prove the admiralty case's pendency. It noted that the foreign case's existence might be established by submitting the complaint's authenticated copy and a certification issued by the secretary of the Philippine embassy in Durban, South Africa.<sup>43</sup>

Forum shopping exists "when a party repetitively avails of several judicial remedies in different courts, simultaneously or successively, all substantially founded on the same transactions and the same essential facts and circumstances, and all raising substantially the same issues either pending in or already resolved adversely by some other court."<sup>44</sup> It is considered an act of malpractice that tends to trifle with court processes and degrades the administration of justice.<sup>45</sup>

*Yap v. Chua*<sup>46</sup> laid down the test in determining whether a party committed forum shopping:

To determine whether a party violated the rule against forum shopping, the most important factor to ask is whether the elements of *litis pendentia* are present, or whether a final judgment in one case will amount to *res judicata* in another; otherwise stated, the test for determining forum shopping is whether in the two (or more) cases pending, there is identity of parties, rights or causes of action, and reliefs sought.<sup>47</sup> (Citations omitted)

In ascertaining whether forum shopping was committed, it is necessary that the other proceeding's pendency be first established.

This Court is not unaware that the technical rules of procedure obtained in courts of law are not binding to administrative bodies and quasi-judicial agencies, like the National Labor Relations Commission.<sup>48</sup> However, this liberality in procedure must not be construed "as a license to disregard certain fundamental evidentiary rules."<sup>49</sup> Basic requirements of due process<sup>50</sup> dictates that the evidence presented before the labor tribunals

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<sup>42</sup> *Rollo*, p. 133.

<sup>43</sup> *Id.* at 45-46.

<sup>44</sup> *Fontana Development Corp. v. Vukasinovic*, 795 Phil. 913, 920 (2016) [Per J. Velasco, Jr., Third Division].

<sup>45</sup> *Id.* at 920.

<sup>46</sup> 687 Phil. 392 (2012) [Per J. Reyes, Second Division].

<sup>47</sup> *Id.* at 400.

<sup>48</sup> *Jarcia Machine Shop and Auto Supply, Inc. v. National Labor Relations Commission*, 334 Phil. 84, 92. (1997) [Per J. Padilla, First Division].

<sup>49</sup> *Id.*

<sup>50</sup> *IBM Phil., Inc. v. National Labor Relations Commission*, 365 Phil. 137 (1999) [Per J. Mendoza,

“must at least have a modicum of admissibility for it to be given some probative value.”<sup>51</sup>

On this note, this Court agrees with the Court of Appeals that the pieces of evidence presented by petitioner are insufficient to prove the admiralty case’s pendency.

One of the documents presented before the labor tribunals is a photocopy of the Letter of Undertaking allegedly filed before the admiralty court. The letter was issued by a certain Shepstone and Wylie Attorneys on behalf of M/V Asahi’s owners,<sup>52</sup> which guaranteed payment of the crews’ unpaid wages.<sup>53</sup> It states:

In consideration of your forthwith releasing the vessel from the aforesaid arrest x x x do hereby undertake that the vessel will make payment to you of any amounts:

(a) Which may be agreed as being due to you in terms of a written deed of settlement; or

(b) for which the Vessel is found to be liable to you by a final judgment of the aforesaid court, or in the event of any appeal from such judgment, then such amount including costs for which the Vessel is found to be liable to you in the final judgment on appeal:

Provided always that the Vessel’s total liability in respect of this undertaking shall, at no time exceed

the sum of USD 213,737.87 in respect of the capital claim; and

the sum of USD 99,388.11 in respect of interest on the said amount; and

the sum of USD 35,000.00 in respect of costs as may be ordered and taxed, or as may be agreed.<sup>54</sup>

Respondent correctly argued that petitioner failed to guarantee the letter’s veracity and its contents. Petitioner was likewise unable to verify the identity of the person whose signature appeared on the letter. Further, petitioner failed to prove the existence of Shepstone and Wylie.<sup>55</sup>

Neither can the Affidavit/Undertaking, and respondent’s disquisitions prove the admiralty case’s pendency. They merely demonstrate that Stella

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Second Division].

<sup>51</sup> *Jarcia Machine Shop and Auto Supply, Inc. v. National Labor Relations Commission*, 334 Phil. 84, 92 (1997) [Per J. Padilla, First Division].

<sup>52</sup> *Rollo*, p. 88.

<sup>53</sup> *Id.* at 126.

<sup>54</sup> *Id.* at 126–127.

<sup>55</sup> *Id.* at 215.

Marris was authorized to institute a claim on respondent's behalf but not the existence and pendency of the admiralty case.

Nonetheless, even if this Court considers the evidence presented as substantial, petitioner still failed to prove that respondent violated the rule against forum shopping.

To reiterate, forum shopping exists when "the elements of *litis pendentia* are present, or . . . [when] a final judgment in one case will amount to *res judicata* in another[.]"<sup>56</sup>

In either case, it is necessary that both tribunals have jurisdiction to render a decision.

An examination of the records reveals that petitioner failed to prove that KwaZulu-Natal High Court had jurisdiction over the admiralty case.

Settled is the rule that "Philippine courts do not take judicial notice of foreign judgments and laws. They must be proven as fact under our rules on evidence."<sup>57</sup> The foreign law establishing KwaZulu-Natal High Court's jurisdiction is an official act of sovereign authority which may be proven by complying with Rule 132, Sections 24 and 25 of the Rules of Court.<sup>58</sup> Nowhere in the records does it appear that petitioner complied with the Rules of Court or that it presented evidence to establish the foreign law. As correctly noted by respondent, petitioner failed to present a copy of the admiralty law, which vests jurisdiction in the KwaZulu-Natal High Court.<sup>59</sup> Accordingly, this Court finds no violation of the rule against forum shopping.

### III

The Court of Appeals correctly held petitioner solidarily liable for respondent's unpaid wages. Its liability for respondent's money claims remained notwithstanding the Affidavit of Assumption of Responsibility executed by Stella Marris.

Republic Act No. 8042, Section 10<sup>60</sup> states that the liability of the

<sup>56</sup> *Yap v. Chua*, 687 Phil. 392 (2012) [Per J. Reyes, Second Division].

<sup>57</sup> *Arreza v. Toyo*, G.R. No. 213198, July 1, 2019 <<https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/65383>> [Per J. Leonen, Third Division]

<sup>58</sup> *Id.*

<sup>59</sup> *Rollo*, p. 220.

<sup>60</sup> Republic Act No. 8042 (1995), sec. 10.

SECTION 10. *Monetary Claims*. — Notwithstanding any provision of law to the contrary, the Labor Arbiters of the National Labor Relations Commission (NLRC) shall have the original and exclusive jurisdiction to hear and decide, within ninety (90) calendar days after the filing of the complaint, the claims arising out of an employer-employee relationship or by virtue of any law or contract involving

foreign principal and local manning agency for all the seafarers' money claims in relation to their employment contracts' implementation shall be solidary. This liability shall subsist "during the entire period or duration of the employment contract and shall not be affected by. . .[its] substitution, amendment or modification[.]"

In *Skippers United Pacific, Inc. v. Maguad*,<sup>61</sup> this Court held solidarily liable the petitioner therein despite the execution by the new manning agency of Affidavits of Assumption of Responsibility. This Court decreed that while the Affidavits are binding between the original and new manning agencies, they cannot be enforced against the respondent seafarers who were not parties to the agreement.<sup>62</sup>

The liability of the original manning agencies was likewise sustained in *Powerhouse Staffbuilders International, Inc. v. Rey*<sup>63</sup> and *Orlanes v. Stella Marris Shipmanagement, Inc.*<sup>64</sup> This Court decreed that the original local manning agencies cannot escape liability by reason of the execution of Affidavits of Assumption of Responsibility by the new manning agencies.

Clearly, petitioner's liability for respondent's money claims does not come to an end by reason of Stella Marris's Affidavit of Assumption of

Filipino workers for overseas deployment including claims for actual, moral, exemplary and other forms of damages.

The liability of the principal/employer and the recruitment/placement agency for any and all claims under this section shall be joint and several. This provision shall be incorporated in the contract for overseas employment and shall be a condition precedent for its approval. The performance bond to be filed by the recruitment/placement agency, as provided by law, shall be answerable for all monetary claims or damages that may be awarded to the workers. If the recruitment/placement agency is a juridical being, the corporate officers and directors and partners as the case may be, shall themselves be jointly and solidarily liable with the corporation or partnership for the aforesaid claims and damages.

Such liabilities shall continue during the entire period or duration of the employment contract and shall not be affected by any substitution, amendment or modification made locally or in a foreign country of the said contract.

Any compromise/amicable settlement or voluntary agreement on monetary claims inclusive of damages under this section shall be paid within four (4) months from the approval of the settlement by the appropriate authority.

In case of termination of overseas employment without just, valid or authorized cause as defined by law or contract, the worker shall be entitled to the full reimbursement of his placement fee with interest at twelve percent (12%) per annum, plus his salaries for the unexpired portion of his employment contract or for three (3) months for every year of the unexpired term, whichever is less.

Noncompliance with the mandatory periods for resolutions of cases provided under this section shall subject the responsible officials to any or all of the following penalties:

(a) The salary of any such official who fails to render his decision or resolution within the prescribed period shall be, or caused to be, withheld until the said official complies therewith;

(b) Suspension for not more than ninety (90) days; or

(c) Dismissal from the service with disqualification to hold any appointive public office for five (5) years.

Provided, however, That the penalties herein provided shall be without prejudice to any liability which any such official may have incurred under other existing laws or rules and regulations as a consequence of violating the provisions of this paragraph.

<sup>61</sup> 530 Phil. 367 (2006) [Per J. Chico-Nazario, First Division]

<sup>62</sup> Id. at 396-397.

<sup>63</sup> 798 Phil. 8 (2016) [Per J. Jardeleza, Third Division].

<sup>64</sup> G.R. No. 247702, June 14, 2021 <<https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/67447>> [Per J. Perlas-Bernabe, Second Division]

Responsibility. The law itself provides for the continuation of petitioner's liability notwithstanding any substitution, amendment, or modification of respondent's employment contract.

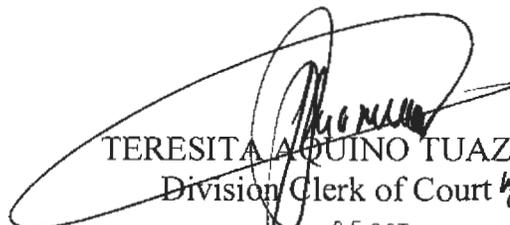
**FOR THESE REASONS**, the Petition is **DENIED**. The October 5, 2016 Decision and July 13, 2017 Resolution of the Court of Appeals in CA-G.R. SP. No. 135145 are **AFFIRMED** with **MODIFICATION**.

Petitioner Global Gateway Crewing Services, Inc. is **ORDERED** to pay respondent Dionito M. Handa the total amount of US\$21,967.34 representing back wages, overtime pay, allowances, and vacation leave credits; and attorney's fees in the amount of ₱100,000.00.

The total monetary awards shall be subject to interest at the rate of 6% per annum from the finality of this Resolution until their full satisfaction.<sup>65</sup>

**SO ORDERED."**

By authority of the Court:

  
TERESITA AQUINO TUAZON  
Division Clerk of Court *by r/s*  
05 OCT 2022

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<sup>65</sup> *Nacar v. Gallery Frames*, 716 Phil. 267 (2013) [Per J. Peralta, En Banc].

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(NLRC LAC No. 10-000957-13-OFW-M/  
NLRC NCR OFW [M] 12-17704-12)

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\*with copy of CA Decision dated October 5, 2016  
and Resolution dated July 13, 2017

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