

FIRST DIVISION

[G.R. No. 116626. July 10, 1998]

PEOPLE OF THE PHILIPPINES, *plaintiff-appellee*, vs. CELIA FLOR COSA y VILLEGAS, *accused-appellant*.

DECISION

VITUG, J.:

Accused-appellant Celia Flor Cosa was charged in two separate informations with two counts of Illegal Recruitment in Large Scale and eleven counts of Estafa. At her arraignment, she entered a plea of Not Guilty to all the charges. A consolidated trial on the merits, the cases having related factual settings, was conducted by the Regional Trial Court of Manila, Branch 15, of the National Capital Judicial Region.

On 20 December 1993, the court *a quo* rendered its decision. In Criminal Case No. 92-111348, the trial court found the accused guilty of the crime of Illegal Recruitment in Large Scale and imposed upon her the penalty of life imprisonment pursuant to Article 39(a) of the Labor Code. In Criminal Case No. 92-111360, the court held the accused guilty of the offense punishable under Article 39(c) of the Labor Code and imposed on her an indeterminate penalty of four (4) years and one (1) day to five (5) years. In the estafa cases, the accused was acquitted in four (Criminal Cases No. 92-111349, No. 92-111359, No. 92-111361 and No. 111365), and convicted in seven (Criminal Cases No. 92-111350, No. 92-111351, No. 92-111352, No. 92-111355, No. 92-111357, No. 92-111358 and No. 92-111363) of the total eleven indictments. The dispositive portion of the decision, in its entirety, read:

WHEREFORE, this court finds the accused Celia Flor Cosa guilty beyond reasonable doubt of the crime of Illegal Recruitment in large scale as charged in Crim. Case No. 92-111348 and hereby imposes upon said accused the penalty of life imprisonment as provided under Art. 39 (a) of the Labor Code of the Philippines.

In the indictment under Crim. Case No. 92-111360 this court finds the accused guilty beyond reasonable doubt of the offense punishable under Art. 39(c) of the Labor Code of the Philippines and hereby imposes upon her an indeterminate penalty of 4 years and 1 day to 5 years.

Acquitting the accused in Crim. Cases Nos. 92-111349, 92-111359 and 92-111361 where the offended parties are Reynaldo Ardan, Elenita Trajano and Francisco Sarmiento, respectively, on the ground that she had no participation in the commission of the offenses charged under the above-mentioned criminal cases.

In Crim. Case No. 92-111365, where the offended party is Emmanuel Vasquez, accused is hereby acquitted on reasonable doubt.

Convicting the accused in the following cases of estafas, namely Crim. Cases Nos. 92-111350, 92-111351, 92-111352, 92-111355, 92-111357, 92-111358, 92-111363 and imposing the following penalties, to wit:

In Crim. Case No. 92-111350 an indeterminate penalty of 6 months and 1 day of prison correccional as minimum to 5 years 5 months and 11 days of *prision correccional* as maximum and to indemnify the offended party Vicente Reas the sum of ₱15,000.00.

In Crim. Case No. 92-111351 an indeterminate penalty of 6 months and One (1) day of prison correccional as minimum to 5 years, 5 months and 11 days of *prision correccional* as maximum and to indemnify the offended party Edward Calaranan the sum of ₱26,000.00.

In Crim. Case No. 92-111352 an indeterminate penalty of 6 months and One (1) day of prison correccional as minimum to 10 years of *prision mayor* as maximum and to indemnify the offended party Rolando Mendoza the sum of ₱50,000.00.

In Crim. Case No. 92-111355 an indeterminate penalty of 5 months and 1 day of *prision correccional* as minimum to 8 years of *prision mayor* as maximum and to indemnify the offended party Ferdinand Aviso in the sum of ₱30,000.00.

In Crim. Case No. 92-111357 an indeterminate penalty of 6 months and 1 day of *prision correccional* as minimum to 9 years of *prision mayor* as maximum and to indemnify the offended party Caruso Astibe in the sum of ₱37,000.00.

In Crim. Case No. 92-111358 an indeterminate penalty of 6 months and 1 day of *prision correccional* as minimum to 5 years, 5 months and 11 days of prison correccional and to indemnify the offended party Jose Naval ₱20,000.00.

In Crim. Case No. 92-111363 an indeterminate penalty of 4 months 1 day of *arresto mayor* as minimum to 1 year 1 day of *prision correccional* as maximum and to indemnify the offended party Fernando Roque in the sum of ₱5,000.00.

The accused having been under detention since October 1992, up to the present, her detention shall be credited in the service of her sentence with four-fifths (4/5) of the time during which she has undergone preventive imprisonment.

And for the accused to pay the cost in all these cases of conviction.

SO ORDERED.^{i[1]}

The accused filed an appeal to this Court but solely from the decision^{ii[2]} of the trial court in Criminal Case No. 92-111348 which had declared her guilty beyond reasonable doubt of Illegal Recruitment in Large Scale and where life imprisonment had been imposed on her. The information against her in Criminal Case No. 92-111348, particularly, averred:

That in or about and during the period comprised between August 5, 1992 and September 21, 1992, inclusive, in the City of Manila, Philippines, the said accused, conspiring and confederating with three others whose true names, real identities and present whereabouts are still unknown and helping one another, representing themselves to have the capacity to contract, enlist and transport Filipino contract workers for employment abroad, did then and there wilfully and unlawfully, for a fee, recruit and promise employment/job placement for abroad to the following persons, namely: VICENTE REAS Y TISBE, JOSE NAVAL Y ESGUERRA, EFREN PINEDA Y LARDIZAVAL, CARUSO ASTIBE Y LAYNESAS, FERDINAND AVISO Y ADIVISO, EDWARD CALARANAN Y ALHAMBRA, GREG ARIDA Y BEJASA, JESUS ADEL Y HERNANDEZ, REYNALDO ARDAN Y STA. MARIA, RONALDO MENDOZA Y OFIAZA AND ELENITA TRAJANO Y BARRIENTOS, without first having secured the required license or authority from the Department of Labor.

Contrary to law.^{iii[3]}

In the instant appeal, accused-appellant contends that the trial court has erred in finding her to be the treasurer/cashier of Japs International Trading Corporation and to have been in connivance with the other corporate officers in illegal recruitment activities instead of her being held to be merely a low-key employee of the firm.

The appeal is bereft of merit.

Hardly controvertible were the declarations made by the prosecution witnesses who gave detailed accounts on how appellant had dealt with each of the complainants. The Solicitor General aptly described, indeed extensively, this evidence given by the witnesses before the trial court; *viz*:

The prosecution presented the following witnesses, namely, Reynaldo Ardan, Ronaldo Mendoza, Edward Calaranan, Elenita Trajano, Fernando Roque, Jose Naval, Vicente Reas, Caruso Astibe, Francisco Sarmiento and Emmanuel Vasquez.

Reynaldo Ardan testified that sometime in March, 1992, he was informed by his sister-in-law, Elenita Trajano, that she had a friend named Bing Domingo who worked at Japs International Trading, an agency engaged in the recruitment of workers abroad (TSN, January 26, 1993, p. 4).

Sometime in July 1992, Ardan was accompanied by his sister-in-law to see Bing Domingo at the office of Japs International Trading. He was informed by Bing Domingo that their company was recruiting workers for the position of production staff or factory worker in Japan with a salary of ₱55,000 a month. He was informed of the requirements such as passport, medical fee of ₱1,500 and placement fee of ₱35,000 (*Ibid*, pp. 4-5).

Ardan immediately filled up an application form and submitted his bio-data and a passport picture. He also gave ₱1,500 to Bing Domingo for the medical fee (*Ibid*, p. 5).

After complying with the requirements, Ardan paid the initial amount of ₱20,000 to Bing Domingo. He was issued a receipt for said amount, bearing the signatures of Bing Domingo, accused-appellant and two others (Ibid, pp. 6-7).

On September 11, 1992, Ardan paid the balance of ₱15,000 of the placement fee. He was issued a memorandum of agreement wherein it stated that in case of failure to deploy him within sixty (60) days from receipt of the amount, the whole amount of ₱35,000 shall be returned to him (Ibid, p. 7).

Ardan was not able to leave for Japan as promised. He demanded for a refund of the money he paid. He was not able to recover the amount of ₱35,000 (Ibid, pp. 7-8).

Ronaldo Mendoza testified that he learned from a neighbor named Leonel Dimaganto that Japs International Trading was recruiting workers for employment abroad. He went to the office of said agency which was located at Quirino Avenue, Malate, Manila. He was able to talk to accused-appellant. He was informed that the available position was that of a factory worker. He applied for the position and was informed of the requirements such as passport, NBI Clearance, medical clearance, a picture and placement fee of ₱50,000 (Ibid, pp. 9-10).

On September 6, 1992, Mendoza paid the placement fee to accused-appellant, upon the instruction of Floro Cosa. He was issued a receipt bearing the signature of accused-appellant. He failed to leave for Japan and failed to get his money back (Ibid, pp. 10-11).

Elenita Trajano testified that sometime in March, 1992, she was introduced by her friend, Bing Domingo, to the other officers of Japs International Trading. Among them was accused-appellant, treasurer of the agency (TSN, January 28, 1993, pp. 2-3).

On September, 1992, Trajano went to the office of Japs International Trading and saw the same persons. She was told that they were hiring for the position of production staff. She was also informed that, being a Computer Engineering graduate, she could be hired as a computer engineer (Ibid, p. 3).

Trajano applied for the position and was required to have a medical examination, a passport and transcript of records. She complied with these requirements and submitted the same to Bing Domingo. She was also informed that the placement fee was ₱70,000 (Ibid, pp. 3-4). On August 5, 1992, she made an initial payment of ₱35,000 to Bing Domingo. The agreement was that the balance would be paid within two (2) days before her scheduled deployment. She was issued a memorandum of agreement for the amount she paid. She was told that she would be deployed within sixty (60) days. Before the lapse of sixty (60) days, she went to the office of Japs International Trading but could no longer find Bing Domingo and Floro Cosa. She was not able to leave for Japan (Ibid, pp. 4-6).

Fernando Roque testified that sometime in June, 1992, he went to Japs International Trading Corporation to apply for a job. He was introduced to accused-appellant by Bing Domingo, the executive secretary of said company. After the introduction, he made inquiries from accused-appellant, Bing Domingo and Floro Cosa about the possibility of being sent abroad. When he

was assured by them that he would be deployed abroad, he applied for the position of a waiter in a five-star hotel. He had no experience as such but Bing Domingo told him that he would undergo training in Tokyo (Ibid, pp. 8-9).

Roque was informed of the requirements, such as passport, expense for medical examination, ₱500 for the visa and ₱70,000 as placement fee. On August 6, 1992, he paid the amount of ₱35,000 to Bing Domingo and Floro Cosa and was given a memorandum of agreement (Ibid, p. 10).

On September 23, 1992, he paid the additional amount of ₱5,000 to Floro Cosa who handed it over to Celia Flor Cosa. Accused-appellant issued a receipt signed by her and her father, Floro Cosa (Ibid, p. 11).

Roque was supposed to leave for Japan within forty five (45) days from August 6, 1992 but was not able to leave on said date because, allegedly, there was a problem regarding his papers. On October 4, 1992, some of his friends who also applied at the same agency brought policemen to arrest the officers of the agency. They arrested accused-appellant. At the headquarters, he learned that the officers of Japs International Trading were illegal recruiters (Ibid, pp. 12-13).

Edward Calaranan testified that he was introduced to accused-appellant by his friend, Alvin Tolentino. He learned from his friend that accused-appellants father was recruiting workers abroad (TSN, February 2, 1993, p. 3).

On September 8, 1992, he, together with Ferdinand Aviso, was accompanied by Alvis Tolentino to the office of Japs International Trading Corporation. They were able to talk to Floro Cosa who informed them that if they could pay the placement fee at the earliest possible time, he could send them abroad. They were also informed that the available position was that of a factory worker and the placement fee was ₱30,000 (Ibid, pp. 3-4).

Calaranan submitted the necessary documents to accused-appellant and gave her the amount of ₱20,000 for which a receipt, bearing the signature of the latter, was issued to him. He was scheduled to leave on the last week of September, 1992. He was not able to leave for abroad and he failed to recover the ₱20,000 he paid (Ibid, pp. 4-6).

Ferdinand Aviso testified that he came to know of Japs International Corporation through his neighbor, Alvis Tolentino. Tolentino informed him that his nephew was recruiting workers for Japan. He went to the office of Japs International and was able to talk to its president, Floro Cosa, who informed him that if he could submit the necessary requirements, he could leave for Japan immediately (Ibid, pp. 8-9).

Aviso applied for the position of a factory worker. He was told that he would receive a salary of ₱40,000 a month. The placement fee was ₱30,000. He paid an initial amount of ₱5,000 on September 3, 1992 to accused-appellant who issued him a receipt which she signed in his presence. On September 11, 1992, he paid the additional amount of ₱10,000 to accused-appellant which was also covered by a memorandum of agreement bearing her signature (Ibid, pp. 9-12).

The memorandum of agreement provided that Aviso would be deployed within sixty (60) days from September 11, 1992. However, he failed to leave within such period as there were already several complaints against the company for Illegal Recruitment and Estafa. Aviso was one of the complainants against accused-appellant for Illegal Recruitment (Ibid, p. 12).

Vicente Reas testified that he went to the office of Japs International Trading to look for a job. He inquired from accused-appellant who informed him that they were recruiting workers for Japan. He was told of the requirements including the placement fee of ₱45,000. He applied for the position of a factory worker (TSN, February 4, 1993, pp. 2-3).

Reas paid an initial amount of ₱15,000 for the placement fee. His agreement with Floro Cosa and accused-appellant was that the balance would be paid before he left. He was issued a receipt by Celia Flor Cosa bearing her signature (Ibid, p. 3).

Reas believed that accused-appellant was the treasurer because she received the money from him and issued the receipt. Accused-appellant also claimed that they owned the company and that she was the treasurer of the company (Ibid, p. 7).

Jose Naval testified that he met accused-appellant on September 4, 1992 when he went to Japs International Trading with a friend to apply for a job in Japan. They were informed by accused-appellant that upon payment of the placement fee of ₱30,000, they could leave for Japan within a week. He applied for the position of a factory worker and paid ₱20,000. He was issued a receipt by accused-appellant bearing her signature as treasurer of the company (TSN, February 4, 1993, pp. 11-12).

The agreement was that he would leave for Japan within sixty (60) days from September 4, 1992. He failed to leave for Japan and later learned that accused-appellant had been arrested. He was not able to recover the ₱20,000 he paid (Ibid, pp. 12-13).

Caruso Astibe testified that sometime in June or July, 1992, he went to the office of Japs International. In said office, he talked to a certain Edna and informed her that he wanted to apply for a job abroad. Edna informed him of the requirements and he applied for the position of a factory worker. He was able to pay ₱37,000 of the placement fee of ₱40,000 on three (3) separate occasions. The payments were made to accused-appellant who issued receipts for the same. Astibe was not able to leave for Japan as promised and did not recover his money (TSN, February 11, 1993, pp. 3-6).

Francisco Sarmiento testified that he met accused-appellant sometime in August, 1992 when he went to their office at Japs International Trading. He was applying for the position of a factory worker. He applied directly to Floro Cosa who was the president of the company and was promised a salary of ₱2,000 daily (Ibid, pp. 10-11).

Sarmiento was required to pay ₱35,000 as placement fee. He was only able to pay ₱15,000 plus two mens rings worth ₱20,000. He was issued a receipt for the ₱15,000 bearing the signature of accused-appellant as treasurer of the company. He was not able to leave for Japan as promised nor was he able to recover his money and rings (Ibid, pp. 11-13).

Emmanuel Vasquez testified that he learned from a friend that Bing Domingo was recruiting workers for Japan. Sometime in August, 1992, he went to Bing Domingos house at Lepanto Street, Sampaloc, Metro Manila. He was told by Domingo that if he could give money, he would be sent to Japan. He applied for the position of computer operator and gave Domingo the amount of ₱5,000. No receipt was issued to him (TSN, March 2, 1993, pp. 2-3).

Sometime in September, 1992, Vasquez paid the additional amount of ₱8,000. Although Bing Domingo and Floro Cosa were also present, he gave the money to accused-appellant because she was the treasurer. He was then with another applicant, Josephine Reyes. A receipt was issued by accused-appellant in the name of Josephine Reyes who also gave a certain amount to accused-appellant (Ibid, pp. 4-5).

Vasquez was not able to leave for Japan as promised by accused-appellant and Bing Domingo, prompting him to file a complaint with the Western Police District of Manila (Ibid, p. 6).^{iv[4]}

Against the above overwhelming evidence, the defense, in a one-paragraph narration in its Brief for the Accused-Appellant, restated the testimony of its sole witness, appellant Celia Flor Cosa herself; thus:

The defense presented one witness the accused Celia Flor Cosa. She testified that during the months of August and September, 1992 she was employed by Japs International with office at Quirino Avenue, Malate, Manila. As employee her task is to record the names of the applicants of the Company and other office works assigned to her by the officers of the company like Bing Domingo or Rommy Guevarra. She also answer inquiries of the applicants and to inform them of job requirements. She also signs receipts upon the instruction of Bing Domingo, the agency secretary or Rommy Guevarra. Floro Cosa is her father and the president of the office. In receiving money, she has to turn it over to Bing Domingo or Rommy Guevarra, the vice president. The company is owned by a Japanese named Terehiko Chino and the latter is the one who appointed her to her position in the office. Bing Domingo gave her a prepared list of requirements which copy she give to the applicants. In the receipt issued by the agency her name appeared as treasurer/cashier but she is not aware of that designation. She was not receiving any salary from the company but was only given allowance the biggest is ₱500.00 a week (TSN, pp. 2-11, August 6, 1993).^{v[5]}

It is evident, looking at the decision of the court *a quo* and perusing the records, that the assessment undertaken by it of the evidence has been quite thorough. Nothing of consequence or substance has been given by accused-appellant to allow the Court to discard the evaluation made by the trial court on the testimony of the witnesses. The Court must recognize that it is the trial court, not the appellate court, which can avail itself with a good chance of observing first hand the deportment of declarants at the witness stand and the manner in which their attestations are given.^{vi[6]} Appellant never did deny the statements attributed to her by the complainants such as in getting them to provide the requirements of their applications, accepting their application papers, receiving money by way of placement and other fees, as well as issuing receipts therefor, and assuring overseas employment for each of them.

The evidence, both testimonial and documentary, showing that appellant was the treasurer of Japs International Trading Corporation, would completely negate her claim of being just a simple employee. Not that it would really matter, for whether she was the treasurer of the corporation or she was just an ordinary employee of the company, her criminal liability would still stand for being a conspirator with the corporate officers in undertaking the illegal recruitment activities as so explicitly alleged in the information. The group acted in concert in performing their respective designated roles in the enterprise, i.e., Floro Cosa (father of accused-appellant) as the President, Bing Domingo as Secretary, Frederick Domingo as Operations Manager, and Flor Cosa as Treasurer/Cashier, in order to ensure the success of the business. The defense failed to dispute the fact that Japs International Trading Corporation had not been licensed or authorized by the Department of Labor and Employment to engage in the recruitment of persons for overseas employment.

The recruitment activities undertaken by appellant, along with the other officers of Japs International Trading Corporation, were in clear violation of Article 38 of the Labor Code. The offense was committed in large scale, i.e., against three or more persons individually or as a group.^{vii[7]}

Article 38 of the Labor Code provides:

ART. 38. Illegal Recruitment. - (a) Any recruitment activities, including the prohibited practices enumerated under Article 34 of this Code to be undertaken by non-licensees or non-holders of authority shall be deemed illegal and punishable under Article 39 of this Code. The Ministry of Labor and Employment or any law enforcement officer may initiate complaints under this Article.

(b) Illegal recruitment when committed by a syndicate or in large scale shall be considered an offense involving economic sabotage and shall be penalized in accordance with Article 39 hereof.

Illegal recruitment is deemed committed by a syndicate if carried out by a group of three (3) or more persons conspiring and/or confederating with one another in carrying out any unlawful or illegal transaction, enterprise or scheme defined under the first paragraph hereof. Illegal recruitment is deemed committed in large scale if committed against three (3) or more persons individually or as a group.

For the above offense, Article 39(a) of the Labor Code prescribes the penalty of life imprisonment and a fine of One Hundred Thousand Pesos (₱100,000.00). The penalty of life imprisonment imposed by the trial court accords with the law; however, it has failed to further impose the fine of One Hundred Thousand Pesos (₱100,000.00) which the law equally mandates.

WHEREFORE, the decision appealed from finding accused-appellant Celia Flor Cosa guilty beyond reasonable doubt of illegal recruitment in large scale is **AFFIRMED**; in addition, however, to the penalty of life imprisonment imposed on her by the court *a quo*, accused-appellant is likewise ordered to pay a FINE of One Hundred Thousand Pesos (₱100,000.00). Costs against accused-appellant.

SO ORDERED.

Davide, Jr., Bellosillo, Panganiban, and Quisumbing, JJ., concur.

i[1] *Rollo*, pp. 169-171.

ii[2] The decision of the Court in the various other criminal cases were appealed by accused-appellant to the Court of Appeals.

iii[3] *Rollo*, p. 5.

iv[4] *Rollo*, pp. 197-210.

v[5] *Rollo*, pp. 139-144.

vi[6] See *People vs. Jumao-as*, 230 SCRA 70.

vii[7] *People vs. Cabacang*, 246 SCRA 530.