

SECOND DIVISION

[G.R. No. 132311. September 28, 2000]

PEOPLE OF THE PHILIPPINES, *plaintiff-appellee*, vs. MINA LIBRERO, *accused-appellant*.

DECISION

BELLOSILLO, J.:

MINA LIBRERO appeals from the Decision of the Regional Trial Court^[1] convicting her of *Illegal Recruitment in Large Scale* in Crim. Case No. 97-593 and eight (8) counts of *Estafa* in Crim. Cases Nos. 97-594, 97-597, 97-598, 97-599, 97-560, 97-561, 97-562 and 97-563.

The Information for *Illegal Recruitment in Large Scale* charged that in October 1996 in Makati City accused-appellant Mina Librero, representing herself as having the capacity to deploy complainants Liza Peclaro, Elizalde Capillo, Elenor Gramonte, Ramonito Bautista, Allan Joseph Nones, Arthur Osias, Edgar Amparo, Leonardo Fortun, John William Green and Andres Apatas to either Taiwan or Brunei as factory workers, salesladies or domestic helpers, in conspiracy with one Ana Laurente, feloniously recruited them and collected from them as placement fees various amounts ranging from ₱20,000.00 to ₱75,000.00 which complainants paid to the two (2) recruiters who did not possess any license or authority from the Philippine Overseas Employment Administration (POEA) as required by law and who were unable to reimburse the amounts despite demands therefor.^[2]

The eight (8) Informations for *Estafa* under Art. 315, par. 2, subpar. (a), of the Revised Penal Code charged that on or about October 7 and 25, 1996, November 6, 18, 21 and 27, 1996, and January 9 and 24 1997, in Makati City, accused-appellant Mina Librero together with Ana Laurente feloniously recruited John William Green, Leonardo Fortun, Elizalde Caspillo, Edgar Amparo, Arthur Osias, Allan Joseph Nones, Ramonito Bautista as factory workers in Taiwan for a consideration ranging from ₱38,000.00 to ₱75,000.00, Andres Apatas as a metal worker in Taiwan for ₱75,000.00, Liza Peclaro as saleslady in Brunei for ₱50,000.00 as well as Elenor Gramonte as domestic helper in Taiwan for ₱20,000.00 knowing fully well that they (Mina Librero and Ana Laurente) had no power or lawful authority whatsoever to do so and succeeded in exacting the aforesaid amounts from complainants to the latter's damage and prejudice.^[3]

Of the ten (10) original complaining witnesses eight (8) testified for the prosecution. Criminal Cases Nos. 97-595 and 97-596 were provisionally dismissed with

the conformity of complainants Leonardo Fortun and Elizalde Caspillo.^[4] Only Mina Librero was tried as Ana Laurente has remained at large.

ARTHUR OSIAS testified that on 15 November 1996 he went to the KGW International Office (KGW) at Raman Condominium, Pasong Tamo, Makati City, to apply for a job abroad.^[5] There he met accused-appellant Mina Librero who promised him a job as a factory worker in Taiwan with a monthly salary of ₱15,360.00 or its equivalent in Taiwanese dollars.^[6] She required him to submit his passport and NBI clearance and gave him a referral for medical examination.^[7] He was told to give ₱75,000.00 as placement fee for the job abroad. That day he paid Librero ₱55,000.00, a fact he noted down in his diary.^[8] Upon payment of the balance of ₱20,000.00 on 18 November 1996^[9] she issued him a receipt for the full amount of ₱75,000.00. In the first week of January 1997 when she failed to send him abroad as agreed Osias demanded from her the refund of his money. Osias never got to leave nor receive his money back.

ALLAN JOSEPH NONES went to KGW in the second week of November and met accused-appellant Mina Librero. She told him that if he had ₱75,000.00 cash for placement fee she could send him immediately to Taiwan as a factory worker.^[10] Nones at once gave her ₱65,000.00 on 18 November 1996 and ₱10,000.00 on 21 November 1996. Librero issued Nones the corresponding receipts.^[11] Then she required him to submit his passport, medical certificate and NBI clearance, which he promptly submitted, as well as a certificate of attendance at the Pre-departure Orientation Seminar (PREDOS) which he would submit after the seminar.

Librero undertook to send Nones abroad in the third week of November 1996. When she failed to send him as scheduled, she again promised to deploy him in the first week of December 1996. Nones even waited after the third and fourth promises. But after the first week of January 1997, he demanded a refund of his money which she could not give. So, Nones verified Librero's status from the POEA only to find out that she had no license.^[12]

RAMONITO BAUTISTA and Mina Librero met on 16 October 1996 at Raman Condominium, Pasong Tamo, Makati City. Librero represented to Bautista that she could immediately send him to Taiwan as a factory worker for a monthly salary of ₱15,000.00 in Taiwanese dollars if he would shell out ₱75,000.00.^[13] On 19 November 1996 at the KGW office Bautista paid Librero the ₱75,000.00 placement fee for which she issued a receipt.^[14]

Librero assured Bautista since the last week of November 1996 that she would send him abroad. However, in the first week of February 1997 Bautista got disgruntled that he went to Librero's office only to find out that Librero was no longer there. Bautista never got his money back.^[15]

ANDRES APATAS went to the Raman Condominium in Makati City on 18 November 1996 to apply for the supposed "reserved position" of metal cutter in Taiwan.^[16] At KGW he met Librero who assured him that he could work in Taiwan as metal cutter earning ₱14,860.00 a month in Taiwanese dollars if he could give a placement fee of ₱75,000.00.^[17] On 27 November 1996 Apatas gave ₱75,000.00 to

Librero for which the latter issued the corresponding receipt.^[18] When Librero failed to send him abroad and return his money Apatas filed a complaint with the POEA.^[19]

EDGAR AMPARO, in his desire to work abroad, made some inquiries and learned that somebody from KGW could send workers abroad. On 6 November 1996 he went to the KGW office where he saw Librero who introduced herself as one of the ranking employees of KGW.^[20] She told him that if he submitted pictures, his passport, application form and other documents as well as ₱75,000.00 as placement fee she could easily send him abroad. Although Amparo submitted the required documents he could give only ₱55,000.00 as downpayment for which Librero gave him a receipt^[21] written on a piece of paper.^[22] He was just as unlucky as the others.^[23]

ELENOR GRAMONTE heard of Mina Librero from a friend, a certain Ma. Luisa who was also an applicant for a job abroad. On 24 August 1996 Gramonte went to the KGW where she met Librero. She told Gramonte that she could deploy her abroad as a domestic helper in Taiwan if the latter could submit her passport, NBI clearance, medical certificate and ₱30,000.00 as placement fee. Gramonte submitted the required documents but paid only ₱20,000.00 on 24 January 1997^[24] for which she was issued a receipt for the amount.^[25]

On 10 February 1997, the date she was supposed to be sent abroad, Gramonte went to Librero's office only to find out that it was already closed. Gramonte looked for Librero at her home and called her up but she was never deployed abroad; her money was not also returned.^[26]

JOHN WILLIAM GREEN met Librero in Cavite City in September 1996 who told him that she was recruiting workers for abroad. Interested in taking advantage of the opportunity, Green went to Raman Building, Pasong Tamo, Makati City, to apply. He met Librero who assured him that he could be sent abroad as soon as he give her ₱45,000.00 as placement fee.^[27] So, on 23 September 1996 Green gave ₱25,000.00 to Librero who brought him to Amberlyn Service Contractor Corporation (AMBERLYN) at Pasong Tamo, Makati City. A receipt signed by Ana Laurente^[28] was later issued to Green. Librero then promised Green that he could leave on or before 14 November 1996. But the trip never materialised, although Green was a little fortunate than the others. At least he was able to get back from Librero ₱2,000.00 of his ₱25,000.00 placement fee.^[29]

LIZA PECLARO also met Librero in Cavite City on 12 November 1996 during its town fiesta. Librero informed her that she could send workers abroad and that she owned KGW.^[30] On 15 November 1996 Peclaro went to the KGW office in Makati City and filled up application forms for a saleslady job in Brunei with a monthly salary of ₱15,000.00 in Brunei dollars.^[31] She also had a medical examination. On 9 January 1997 she paid the ₱50,000.00 placement fee.^[32] Librero however gave a receipt only for ₱40,000.00^[33] with a promise to Peclaro that the latter could leave in a week's time. When Librero failed to fulfill her commitment Peclaro asked for a refund and refused the plane ticket offered to her with her name on it. She never got a refund.

Edwin Cristobal testified as Senior Labor and Employment Officer of the POEA Licensing Branch.^[34] He confirmed that until 29 January 1997 Librero was not registered

with any licensed agency of the POEA.^[35] Cristobal stated that a person should be connected with an agency in order to recruit workers for overseas jobs because the POEA did not grant individual licenses.^[36] He further explained that all employees of a registered agency regardless of their positions must be reported to the POEA otherwise they could not be involved with any recruitment activities.^[37] He reiterated that per POEA records Librero was not listed as a personnel of KGW.^[38]

On 29 September 1997 the trial court convicted Mina Librero as charged and rendered judgment as follows: (a) In Crim. Case No. 97-593 she was sentenced to life imprisonment and to pay a fine of ₱500,000.00 and the costs; (b) In Crim. Case No. 97-594 she was sentenced to suffer imprisonment from six (6) years of *prision correccional* to ten (10) years of *prision mayor*; to pay John William Green the sum of ₱43,000.00, and to pay the cost; (c) In Crim. Case No. 97-597 she was sentenced to suffer imprisonment from six (6) years of *prision correccional* to eleven (11) years of *prision mayor*, to pay Edgar Amparo ₱55,000.00, and to pay the cost; (d) In Crim. Case No. 97-598 she was sentenced to suffer imprisonment from eight (8) years of *prision mayor* to thirteen (13) years of *reclusion temporal*, to pay Arthur Osias ₱75,000.00, and to pay the costs; (e) In Crim. Case No. 97-599 she was sentenced to suffer imprisonment from eight (8) years of *prision mayor* to thirteen (13) years of *reclusion temporal*, to pay Allan Joseph Nones ₱75,000.00, and to pay the costs; (f) In Crim. Case No. 97-600 she was sentenced to suffer imprisonment from eight (8) years of *prision mayor* to thirteen (13) years of *reclusion temporal*, to pay Ramonito Bautista ₱75,000.00, and to pay the costs; (g) In Crim. Case No. 97-601 she was sentenced to suffer imprisonment from eight (8) years of *prision mayor* to thirteen (13) years of *reclusion temporal*, to pay Andres Apatas ₱75,000.00, and to pay the costs; (h) In Crim. Case No. 97-602 she was sentenced to suffer imprisonment from six (6) years of *prision correccional* to ten (10) years of *prision mayor*, to pay Liza Peclaro ₱50,000.00, and to pay the costs; and, (i) In Crim. Case No. 97-603 she was sentenced to suffer imprisonment from two (2) years four (4) months and one (1) day of *prision correccional* to six (6) years and one (1) day of *prision mayor*, to pay Elenor Gramonte ₱20,000.00, and to pay the costs.

Accused-appellant Librero now assails her conviction and contends that the court *quo* erred (a) in not dismissing the Information as defective for including Ana Asuncion Laurente as co-accused, whose name and participation have never been mentioned by the complainants before the POEA or the DOJ; (b) in not taking into account the apparent and obviously inconsistent statements of complainants, especially as to the number of employees and condition of Librero's office; (c) in not finding Librero to be a mere employee; (d) in not blaming the complainants for recklessly giving their money to somebody without prior verification from the POEA; (e) in not finding that a person as an individual alone could not secure a license as a recruitment agency and therefore could not be charged with illegal recruitment without including the management of the agency; and, (f) in not considering the receipts issued by Librero as those by a mere employee whose amounts she turned over to co-accused Laurente who is the Vice-President of the agency.

We affirm her conviction. We reject the contention of accused-appellant Librero that the charges in the Informations against her were defective for the sole reason that

Laurente, her co-accused, was never mentioned by complainants either at the POEA or the DOJ.

It should be noted that the records showed that complainant Green linked Ana Laurente with Librero's recruiting activities. He testified that accused-appellant brought him over to Laurente's office where he was given a receipt signed by Laurente.^[39] Moreover, the settled rule is that the determination of who should be criminally charged in court is essentially an executive function, not a judicial one. As the officer authorized to direct and control the prosecution of all criminal actions, the prosecutor is tasked to ascertain whether there is sufficient ground to engender a well-founded belief that an offense has been committed and that the accused is probably guilty thereof.^[40] Contrarily, accused-appellant in her second, third, fifth and sixth assigned errors insists that she was only a mere employee of Ana Laurente. As such, she should be acquitted on the theory that as an employee she need not secure a license, did not personally profit from the undertaking, and had no knowledge of the illegality of their recruitment activities.

That accused-appellant was a mere employee of her co-accused Ana Laurente is a matter of affirmative defense. Thus, it is her duty to prove, with the quantum of evidence required by law, the employment relationship between her and Laurente, the legitimacy of the operations of Laurente's agency and accused-appellant's involvement therein during the period that complainants relied on her representations.^[41] But this, accused-appellant absolutely failed to do.

Firstly, accused-appellant claims to be an employee of AMBERLYN under Laurente since 1 September 1996. The records of POEA however show that as of 14 February 1997 the name of Librero did not appear in the list of employees submitted by AMBERLYN.^[42] The presumption then is that she was not an employee of AMBERLYN. As Edwin Cristobal of the POEA averred, all the employees, whatever be their positions in the recruitment agency, were required to be registered with the POEA.

Secondly, defense witness Josephine Basco tried to impress the trial court that she saw accused-appellant working at AMBERLYN. She even testified to seeing a meeting between the two (2) on 16 January 1997 wherein Laurente was giving accused-appellant instructions.^[43] Yet accused-appellant herself testified that after Laurente was arrested on 22 December 1996, she no longer saw Laurente.^[44]

Thirdly, assuming that Basco was telling the truth, the fact is that all the complainants testified that they all applied at Librero's KGW office. Even Green, whose receipt was signed by Laurente, applied at KGW and was brought to AMBERLYN only for the receipt signing of his first payment. Green's second payment was also made at KGW and the receipt signed by accused-appellant.

Fourthly, accused-appellant did not deny that she knew the complainants.^[45] What she denies, however, is that the recruitment took place at KGW.

The testimonies of the complainants on the matter are affirmative in nature and sufficiently corroborative of each other to be less than credible. It is hard to imagine how eight (8) people, not knowing each other and residing in different areas far from each other, could fabricate such a detailed and almost symmetrical

account of their respective unpleasant experiences with accused-appellant.^[46] More so, when we bear in mind that accused-appellant has denied ever knowing the complainants before. In *People v. Villas*^[47] we observed that it was contrary to human nature and experience for persons to conspire and accuse a stranger of a crime that would take the latter's liberty and send him to prison just to appease their feeling of rejection and vindicate the frustration of their dreams to work abroad. It is in this light that we find any inconsistencies that accused-appellant harps on in the testimonies of the complainants to be inconsequential. What is important is that they have positively identified accused-appellant as their illegal recruiter.^[48]

From the foregoing, the question that must be asked is: If accused-appellant indeed worked for Laurente under AMBERLYN, why was accused-appellant usually seen at work at the KGW office? It could only mean that the arrangement between Laurente and accused-appellant, whatever it may be, was not officially acknowledged or sanctioned by AMBERLYN. Hence, accused-appellant may not be allowed to take refuge behind AMBERLYN's mantle.

What is clear from the evidence on record is that accused-appellant was categorically named by the complainants as their recruiter. She was the one pointed to by the complainants as representing herself to have the capacity to send them overseas with cushy jobs waiting for them. She was the one who received their payments and issued receipts. She informed them of the requirements for deployment abroad. She named KGW as her office and worked in an office under the name of KGW. Yet at the time that she was working ostensibly for KGW she was not in the list of its employees nor was KGW licensed or existing because it was delisted from the roster of POEA licensed agencies on 16 August 1996.^[49]

Thus, the aforementioned facts show that accused-appellant was neither an employee of AMBERLYN nor of KGW. Not being an employee of registered recruiting agencies, accused-appellant necessarily had no license to recruit complainants, hence, her promises of employment abroad for a fee to the eight (8) complainants were tainted with the presumption of being within the purview of "*illegal recruitment*" in large scale under Sec. 6 of RA 8042 -

Sec.6. Definition. - For purposes of this Act, illegal recruitment shall mean any act of canvassing, enlisting, contracting, transporting, utilizing, hiring or procuring workers and includes referring, contract services, promising or advertising for employment abroad, whether for profit or not, when undertaken by a non-licensee or non-holder of authority contemplated under Art. 13 (f) of Presidential Decree No. 442, as amended, otherwise known as the Labor Code of the Philippines; Provided, that any such non-licensee or non-holder who, in any manner, offers or promises for a fee employment abroad to two or more persons shall be deemed so engaged x x x x Illegal recruitment when committed by a syndicate or in large scale shall be considered an offense involving economic sabotage.

Illegal recruitment is deemed committed x x x in large scale if committed against three (3) or more persons individually or as a group.

Accused-appellant failed to rebut the presumption in the face of the overwhelming evidence of the prosecution. Her defenses of lack of profit and lack of criminal intent are pointless. It is the lack of the necessary license or authority which renders the recruitment activity unlawful or criminal.^[50] Worth reiterating is the rule that illegal recruitment in large scale is *malum prohibitum*, not *malum in se*, and the fact alone that a person has violated the law warrants her conviction.^[51]

As if desperate in her bid to free herself from the predicament she was in, accused-appellant would put the blame on the complainants themselves, imputing recklessness to them in parting with their money. This Court recognizes the difficult times we are in and realizes that hopes for a better future for many Filipinos lie in overseas employment.^[52] But illegal recruiters have taken undue advantage of this reality. These present-day predators should not be allowed to feast on the gullibility of their countrymen whose only desire is to improve their lot.

The Court likewise affirms the conviction of accused-appellant for *Estafa* committed against the eight (8) complainants. Conviction under RA 8042 or *The Labor Code of the Philippines* does not preclude punishment under the Revised Penal Code for the crime of estafa.^[53] The abovementioned facts established by the prosecution proved that the following elements of estafa had been committed by accused-appellant, to wit: (a) accused-appellant defrauded another by abuse of confidence, or by means of deceit, and (b) the offended party suffered damage or prejudice capable of pecuniary estimation.^[54] However, the trial court apparently erred in the computation of penalties for estafa. Article 315 of the Revised Penal Code provides -

Art. 315. *Swindling (estafa)* - Any person who shall defraud another by any of the means mentioned herein below shall be punished by:

1st. The penalty of *prision correccional* in its maximum period to *prision mayor* in its minimum period, if the amount of the fraud is over ₱12,000.00 pesos but does not exceed ₱22,000.00 pesos; and if such amount exceeds the latter sum, the penalty provided in this paragraph shall be imposed in its maximum period, adding one year for each additional ₱10,000.00 pesos; but the total penalty which may be imposed shall not exceed twenty years. In such case, and in connection with the accessory penalties which may be imposed and for the purpose of the other provisions of this Code, the penalty shall be termed *prision mayor* or *reclusion temporal*, as the case may be; xxxx

Under Sec. 1 of *The Indeterminate Sentence Law*, the maximum term of the penalty shall be "that which, in view of the attending circumstances, could be properly imposed" under *The Revised Penal Code*, and the minimum shall be "within the range of the penalty next lower to that prescribed" for the offense. In *People v. Gabres*^[55] we elucidated -

The penalty next lower should be based on the penalty prescribed by the Code for the offense, without first considering any modifying circumstance attendant to the commission of the crime. The determination of the minimum penalty is left by law to the sound discretion of the court and it can be anywhere within the range of the penalty next lower without any reference to the periods into which it might be subdivided. The modifying circumstances are considered only in the imposition of the maximum term of the indeterminate sentence.

The fact that the amounts involved in the instant case exceed ₱22,000.00 should not be considered in the initial determination of the indeterminate penalty; instead, that matter should be so taken as analogous to modifying circumstances in the imposition of the maximum term of the full indeterminate sentence. This interpretation of the law accords with the rule that penal laws should be construed in favor of the accused. Since the penalty prescribed by law for the estafa charge against accused-appellant is *prision correccional* maximum to *prision mayor* minimum, the penalty next lower would then be *prision correccional* minimum to medium. Thus, the minimum term of the indeterminate sentence should be anywhere within six (6) months and one (1) day to four (4) years and two (2) months while the maximum term of the indeterminate sentence should at least be six (6) years and one (1) day because the amounts involved exceeded ₱22,000.00, plus an additional one (1) year for each additional ₱10,000.00.

Accordingly, the penalties imposed by the trial court should thus be modified -

In Crim. Case No.97-594 the amount involved is ₱43,000.00. Hence, the minimum penalty should be reduced to four (4) years and two (2) months of *prision correccional* which is the maximum of the allowable minimum penalty of the indeterminate sentence. The maximum penalty should at least be six (6) years, eight (8) months and twenty-one (21) days of *prision mayor* (the maximum prescribed by Art. 315) plus a period of two (2) years [one (1) year for each additional ₱10,000.00] for a total maximum period of eight (8) years, eight (8) months and twenty-one (21) days of *prision mayor*. The same penalty should also be imposed in Crim. Case No. 97-602 where the amount involved is ₱50,000.00.

In Crim. Case No. 97-597 the amount involved is ₱55,000.00. Again, the minimum penalty should also be reduced to four (4) years and two (2) months of *prision correccional*. The maximum penalty should again be at least six (6) years, eight (8) months and twenty-one (21) days of *prision mayor* plus three (3) years (for each additional ₱10,000.00) or a total maximum period of nine (9) years, eight (8) months and twenty-one (21) days of *prision mayor*.

Criminal Cases Nos. 97-598, 97-599, 97-600 and 97-601 involve the uniform amount of ₱75,000.00. The minimum penalty in each case should be reduced to four (4) years and two (2) months of *prision correccional*. Each maximum penalty should be eleven (11) years, eight (8) months and twenty-one (21) days of *prision mayor* as the

sum total of at least six (6) years, eight (8) months and twenty-one (21) days of *prision mayor* plus five (5) years [one (1) year for each additional ₱10,000.00].

Criminal Case No. 97-603 involves the amount of ₱20,000.00, thus the penalty imposed by the court *a quo* of two (2) years, four (4) months and one (1) day of *prision correccional*, to six (6) years and one (1) day of *prision mayor* is within the proper range.

WHEREFORE, the appealed Decision finding accused-appellant MINA LIBRERO guilty of *Illegal Recruitment in Large Scale* and eight (8) counts of *Estafa* is AFFIRMED subject to the MODIFICATION insofar as the penalties therein imposed are concerned -

(1) In Crim. Case No. 97-593 accused-appellant MINA LIBRERO is sentenced to life imprisonment, and to pay the fine of ₱500,000.00, plus costs;

(2) In Crim. Cases Nos. 97-594 and 97-602 accused-appellant MINA LIBRERO is sentenced to an indeterminate prison term of four (4) years and two (2) months of *prision correccional* as minimum to eight (8) years, eight (8) months and twenty-one (21) days of *prision mayor* as maximum. She is also ordered to pay John William Green the amount of ₱43,000.00 and Liza Peclaro the amount of ₱50,000.00, plus the costs;

(3) In Crim. Case No. 97-597 accused-appellant MINA LIBRERO is sentenced to an indeterminate prison term of four (4) years and two (2) months of *prision correccional* as minimum to nine (9) years, eight (8) months and twenty-one (21) days of *prision mayor* as maximum and to pay Edgar Amparo the sum of ₱55,000.00 plus the costs;

(4) In Crim. Cases Nos. 97-598, 97-599, 97-600 and 97-601 accused-appellant MINA LIBRERO is sentenced to an indeterminate prison term of four (4) years and two (2) months of *prision correccional* as minimum to eleven (11) years, eight (8) months and twenty-one (21) days of *prision mayor* as maximum, and to pay Arthur Osias, Allan Joseph Nones, Ramonito Bautista and Andres Apatas each the sum of ₱75,000.00, plus the costs; and,

(5) In Crim. Case No. 97-603 accused-appellant MINA LIBRERO is sentenced to an indeterminate prison term of two (2) years, four (4) months and one (1) day of *prision correccional* to six (6) years and one (1) day of *prision mayor*, and to pay Elenor Gramonte the sum of ₱20,000.00, plus the costs.

SO ORDERED.

Mendoza, Quisumbing, Buena, and De Leon, Jr., JJ., concur.

^[1] Decision penned by Judge Herminio I. Benito, RTC-Br. 132, Makati City, on 29 September 1997; *Rollo*, pp. 42-55.

^[2] *Rollo*, p. 8.

^[3] *Id.*, pp. 10-29.

^[4] TSN, 28 July 1997, p. 4.

- ^[5] TSN, 9 June 1997, pp. 30-31.
- ^[6] *Id.*, pp. 5-6.
- ^[7] *Id.*, p. 32.
- ^[8] Exh. B, Records, p. 113.
- ^[9] Exh. A, *id.*, p. 112.
- ^[10] TSN, 16 June 1997, pp. 27-28, 35.
- ^[11] Exh. L; and M; Records, pp. 122-123.
- ^[12] TSN, 16 June 1997, pp. 32-34.
- ^[13] TSN, 25 June 1997, pp. 18-19.
- ^[14] Exh. U, Records, p. 132.
- ^[15] TSN, 25 June 1997, pp. 19-21.
- ^[16] TSN, 18 June 1997, pp. 3-4.
- ^[17] *Ibid*, pp. 4-6.
- ^[18] Exh. O, Records, p. 125.
- ^[19] TSN, 18 June 1997, pp. 7-8.
- ^[20] TSN, 11 June 1997, pp. 5-6, 23.
- ^[21] *Ibid*, pp. 7-8.
- ^[22] Exh. S, Records, p. 130.
- ^[23] TSN, 11 June 1997, pp. 12-18.
- ^[24] TSN, 16 June 1997, pp. 4-7.
- ^[25] Exh. J, Records, p. 120.
- ^[26] TSN, 16 June 1997, pp. 10-13.
- ^[27] TSN, 25 June 1997, pp. 26-27.
- ^[28] *Id.*, pp. 28, 30.
- ^[29] *Ibid*.
- ^[30] TSN, 25 June 1997, pp. 7, 11-12, 14.
- ^[31] *Id.*, pp. 9, 11.
- ^[32] *Id.*, pp. 7-9, 15.
- ^[33] Exh. R, Records, p. 129.
- ^[34] TSN, 20 June 1997, p. 4.
- ^[35] TSN, 2 July 1997, p. 8.
- ^[36] *Id.*, p. 5.
- ^[37] *Id.*, p. 12.
- ^[38] TSN, 25 June 1997, p. 4.
- ^[39] *Id.*, pp. 29-30.

- ^[40] People v. Esparas, G.R. No. 120034, 10 July 1998, 292 SCRA 332.
- ^[41] People v. Peralta, G.R. No. 114905, 12 December 1997, 283 SCRA 81.
- ^[42] 14 February 1997, POEA Certification signed by Hermogenes C. Mateo, Director II, Licensing Branch; Records, p. 40.
- ^[43] TSN, 15 August 1997, pp. 5-7,
- ^[44] TSN, 4 August 1997, p. 15.
- ^[45] TSN, 28 July 1997, p. 22.
- ^[46] People v. Melgar-Mercader, G.R. No. 118815, 18 August 1997, 277 SCRA 609.
- ^[47] G.R. No. 112180, 15 August 1997, 277 SCRA 391.
- ^[48] People v. Manozca, G.R. No. 109779, 13 March 1997, 269 SCRA 513.
- ^[49] Exh. E, Certification by Director Hermogenes C. Mateo, Licensing Branch, POEA, dated 14 February 1997; Records, pp. 39, 115.
- ^[50] People v. Senoron, G.R. No. 119160, 30 January 1997, 267 SCRA 278.
- ^[51] People v. Enriquez, G.R. NO. 127159, 5 May 1999, 306 SCRA 739.
- ^[52] People v. Castillon, G.R. No. 130940, 21 April 1999, 306 SCRA 271.
- ^[53] People v. Ortiz-Miyake, G.R. Nos. 115338-39, 16 September 1997, 279 SCRA 180.
- ^[54] People v. Reyes, G.R. Nos. 104739-44, 18 November 1997, 282 SCRA 105.
- ^[55] G.R. Nos. 118950-54, 6 February 1997, 267 SCRA 581, 596.