

**PEOPLE OF THE PHILIPPINES, PLAINTIFF-APPELLEE, VS. ANITA
“KENNETH” TRINIDAD, DEFENDANT AND APPELLANT.**

G.R. No. 181244. August 09, 2010

Ponente: PEREZ, J.

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PEREZ, J.:

Appellant, together with Taciana "Tess" Aquino, Mauro Marasigan, Louella Garen and Daniel Trinidad, were charged with violation of Section 6 in relation to Section 7 of Republic Act No. 8042[1] for large scale illegal recruitment committed by a syndicate in an information which reads:

That in or about the months of May, June, August and December, 1998, or sometime prior and subsequent thereto, in the City of Pasay, Philippines, and within the jurisdiction of this Honorable Court, the above-named accused, conspiring, confederating and mutually helping each other, did then and there willfully, unlawfully and feloniously contract, enlist and promise employment to the following Aires V. Pascual, Elma J. Hernandez, Gemma Noche dela Cruz and Elizabeth de Villad (sic), as domestic helpers in Italy, without first securing the required licensed (sic) or authority from the Philippine Overseas Employment Administration.[2]

Upon arraignment, appellant pleaded not guilty to the charge against her. The rest of the accused have all remained at large.[3]

The factual antecedents of the case, based on the records, are as follows:

Sometime in May 1998, private complainant Elizabeth de Villa (De Villa), together with her cousin Elma Hernandez, was brought by their aunt Patricia to the house of appellant in Pasay City for possible job placement as domestic helpers in Italy.[4] A cousin of hers was earlier able to leave for abroad through the help of appellant.[5] Convinced by appellant's representation that she can send her to Italy, De Villa agreed to give appellant P240,000.00, representing the price of her ticket and the processing of her papers,[6] which amount she paid in three installments. The first installment of P100,000.00, was given by de Villa to appellant in the same month of May after their first meeting.[7] This initial payment was covered by a handwritten receipt signed and issued by appellant herself.[8] The second and third installments, in the amounts of P50,000.00 and P90,000.00, respectively, were paid by de Villa in June and August 1998.[9] These latter amounts were no longer covered by receipts because, according to De Villa, appellant had won her trust as a result of the former's assurances that she would be able to send her to Italy.[10]

On 8 August 1998, de Villa and three other recruits left the Philippines.[11] However, instead of sending them to Italy, appellant and accused Mauro Marasigan (Marasigan) sent them to Bangkok, Thailand and told them that they (appellant and Marasigan) will secure the visas for Italy in Bangkok because it would be easier to get an Italian visa in Bangkok.[12]

Elma Hernandez (Hernandez), a cousin of De Villa, was likewise introduced to appellant by their aunt Patricia sometime after the elections of May 1998. Upon meeting appellant, Hernandez asked if appellant could really send her to Italy to work as a domestic helper, and appellant replied positively. Whereupon, she agreed to give

P240,000.00 to appellant representing the expenses for the processing of her Italian visa.[13] Hernandez paid this amount in three installments: P100,000.00 was paid in May 1998, which payment was evidenced by the same receipt issued by appellant to De Villa;[14] P100,000.00 in June of the same year; and the balance of P40,000.00 was paid by her Aunt Patricia to appellant in August 1998 because at that time, Hernandez had already left the Philippines.[15] No receipts were issued for the latter amounts because she trusted appellant's promise that she would send her to Italy.[16]

Appellant told her that she was tentatively scheduled to leave in May 1998, but because the processing of her papers were allegedly not completed on time, appellant moved her flight to August. Hernandez was able to leave the Philippines on this later date but not for Italy as agreed upon, but for Bangkok where appellant will allegedly secure her Italian visa.[17]

Gemma dela Cruz (Dela Cruz) first met appellant and accused Taciana "Tess" Aquino (Aquino) on 25 August 1998 in the house of one of appellant's victims in Blumentritt, Manila. During this meeting, appellant and Aquino convinced her of their ability to send her to Italy as long as she can produce the amount of P250,000.00. Their agreement was that Dela Cruz would give an initial amount of P150,000.00 and when she gets to Italy, she will give the remaining balance of P100,000.00. Thus, on the same date, Dela Cruz went to appellant's house in Pasay City and paid P150,000.00 to appellant.[18] This transaction was witnessed by dela Cruz's sister, Geraldine Noche, and the latter's fiancé, Neopito Laraya[19] (Laraya) and is evidenced by a document, denominated as "Contract to Service"[20] which was signed by appellant and Laraya. Dela Cruz did not sign the contract because it was meant to be a proof that the P50,000.00 Laraya loaned to dela Cruz to complete the P150,000.00 payment to appellant was indeed given to the latter.[21] This claim was affirmed by Laraya when he took the witness stand on 27 June 2002 to testify for the prosecution.

Dela Cruz was able to leave the Philippines the following day, 26 August 2002. However, as in the cases of De Villa and Hernandez, Dela Cruz was sent to Bangkok instead of Italy.[22]

In Bangkok, De Villa, Hernandez and Dela Cruz met at the Benz Residence Hotel where appellant and Marasigan instructed all their recruits to stay. There, they met appellant's brother Daniel Trinidad (Trinidad), who likewise assured them that appellant would be able to secure an Italian visa for them.[23] Appellant and Marasigan followed them to Bangkok in the month of September but nothing happened insofar as their visas were concerned.[24] They stayed in Bangkok for four months but because they could stay in Thailand for only one month at a time, they had to exit to Malaysia two times to have their passports stamped to reflect their act of exiting Thailand so they could return to Bangkok.[25] For this, Dela Cruz incurred expenses in the total amount of US\$200.[26] She incurred additional expenses for the duration of her stay in Bangkok for calling collect to the Philippines, totaling P9,387.30.[27] For her part, Hernandez spent a total of US\$500 for board and lodging during her stay in Bangkok.[28]

After staying idle for four months in Bangkok, De Villa, Hernandez, and dela Cruz, together with other recruits, were taken by appellant and Marasigan to Morocco, again, allegedly for the purpose of securing their Italian visa there. For this, Hernandez and Dela Cruz each spent another US\$2,700, which they gave to Marasigan and his wife Louella Garen.[29]

The group stayed in Morocco for two months but appellant continued to fail to deliver her promise of securing Italian visas for them. Hence, they returned to Bangkok and stayed there for another month during which appellant persisted in dissuading them from returning to the Philippines, assuring them that she would send them to Italy.[30] They failed to be further dissuaded, however, and they returned to the Philippines on 27 March 1999 and on 29 March 1999, filed a complaint against appellant and her companions.[31]

On 24 October 2002, the trial court rendered judgment as follows:

WHEREFORE, accused ANITA "KENNETH" TRINIDAD, also known as ANITA TRINIDAD MORAUDA, is hereby found GUILTY beyond reasonable doubt of the crime of LARGE SCALE ILLEGAL RECRUITMENT as defined under Section 6 of R.A. No. 8042, and penalized under Article 39(a) of the Labor Code of the Philippines.

Accordingly, said accused is hereby sentenced to suffer the penalty of LIFE IMPRISONMENT, and to pay a fine of P100,000.00.

Further, she is ordered to pay the sum of P270,000.00 to Elizabeth de Villa; P270,000.00 plus the peso equivalent of US\$500 to Elma Hernandez, and P159,387.30 plus the peso equivalent of US\$2,900 to Gemma dela Cruz.[32]

The trial court rejected appellant's defense that the real illegal recruiter is Mauro Marasigan to whom she referred private complainants when they sought her help regarding jobs abroad and that they complained against her only because they could no longer locate Marasigan. The trial court likewise disregarded appellant's bare denials that she did not promise employment to complainants, that she did not receive any money from them, and that the signature appearing on the receipt presented by them is not hers.[33] Instead, it gave credence to the respective testimonies of private complainants that they were recruited by appellant, who was not duly licensed to conduct recruitment activities, as certified[34] by the Philippine Overseas Employment Administration (POEA) and the testimony of prosecution witness Rosa Mangila, Senior Labor and Employment Officer of the POEA.[35]

On 31 August 2007, the Court of Appeals rendered the herein assailed Decision[36] affirming the judgment of the trial court.

Thus, appellant is now before us on the following assignment of errors:

I

THE TRIAL COURT GRAVELY ERRED IN FINDING THE ACCUSED-APPELLANT GUILTY BEYOND REASONABLE DOUBT OF THE CRIME CHARGED DESPITE THE PATENT WEAKNESS OF THE PROSECUTION'S EVIDENCE.

II

THE TRIAL COURT GRAVELY ERRED IN NOT CONSIDERING THE DEFENSE INTERPOSED BY THE ACCUSED-APPELLANT.[37]

Appellant maintains that she is a mere victim of circumstances in this case as the person responsible for the crime imputed to her, Marasigan, is a fugitive from justice. Thus, in order for private complainants to recover their money, they blamed her. She claims that she simply indorsed complainants to Marasigan, after which, she no longer had any participation in their transactions.[38]

Appellant's submissions fail to convince us.

Section 6 of Republic Act No. 8042 or the "Migrant Workers and Overseas Filipinos Act of 1995" defines illegal recruitment as "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 Article 13(f) of Presidential Decree No. 442, as amended, otherwise known as the Labor Code of the Philippines.

During their respective testimonies, complainants described their dealings with appellant as follows:

1. Elizabeth de Villa:

x x x x

How [will] you be able to work in Italy by the mere fact that you were introduced to the accused?

A: She convinced us that she could send us to Italy to work.

Fiscal Kuong to the witness:

Q:

Whom you are referring to that convinced you that you will be sent to Italy?

A:

Kenneth, ma'am.

Q:

Can you give the full name of Kenneth Trinidad?

A:

Anita Kenneth Trinidad.

Q:

Ms. Witness, what happened after you and your aunt Patricia went to the house of Kenneth Trinidad?

A:

We have an agreement that we will give her the amount of P240,000.

x x x x

A:

We do not give the whole amount of P240,000 but partially I gave the amount of P100,000 on the month of May I cannot recall the exact date.

x x x x

Q:

Do you recall where it was that you gave her P100,000 in May of 1998?

A:

In her house located in Lucban St., Pasay City.

x x x x

Q:

And also for what is the payment given to Anita Kenneth Trinidad?

x x x x

A:

In payment for our ticket and also for processing of the requirements.

Court to the witness:

Q:

Who will process the requirement?

A:

Kenneth Trinidad.

Q:

And what are these requirements for?

A:

For us to go to Italy.

x x x x

Q:

And upon giving her P100,000 did she issue to you any receipt?

A:

Yes sir, the one I handed to you earlier.

x x x x

Q:

x x x. Now, you said the accused wrote this writings in a piece of paper in your residence in Pasay City, did she leave you for a while in order to make this writing in the piece of paper?

A:

No sir, she wrote that in front of me and I saw it.

x x x x

Q:

And after writing the same the accused signed her signature Kenneth Trinidad?

A:

Yes sir.

Q:

Are you sure this is her signature?

A:

Yes sir.

x x x x

Q:

Was this writing continuous from beginning to end?

A:

No sir, she wrote the word commission P30,000, the amount of P570,000 and deposit 100,000. When she wrote commission of P30,000 it means that, because we were 3 she gave the discount of P30,000, sir.

x x x x

Q:

Now, who accompanied you to the airport?

A:

Anita Kenneth Trinidad.

x x x x

Q:

Who was your companion aside from the accused?

A:

We were conveyed by Anita Kenneth Trinidad because we were at her residence, Kenneth Trinidad accompanied me to the airport.

x x x x

Q:

Ms. Witness, you stated accused Kenneth Trinidad, told you that she will get employment for you in Italy. What exactly, Ms. Witness, she told you?

A:

She assured us she will help us to secure employment because she has a lot of relatives in Italy.[39] (Emphases supplied)

2.

Elma Hernandez:

x x x x

Q:

And what did you do after you went to her house at Lucban?

A:

I asked her if she could really sent (sic) [me] to Italy and she replied positively, ma'am.

COURT:

To sent you to Italy as what?

WITNESS:

To work there as a domestic helper, your Honor.

Q:

In what arrangements did you make with her regarding the payment of your visa?

A:

She asked me to give her P100,000.00 in order for her to process my documents in going to Italy, ma'am.

Q:

So, the P100,000.00 is only for the processing of your documents, was there any other fees that the accused Kenneth Trinidad asked from you?

A:

Yes, ma'am.

Q:

And how much more, Miss witness?

A:

All in all P240,000.00, ma'am.

x x x x

Q:

After you gave the payment to the accused Kenneth Trinidad, what arrangement did you and the accused make regarding your flight to Italy?

A:

She told me that she could have secured a visa for me in going to Italy.

x x x x

COURT:

So, what was the undertaking of accused Anita Trinidad aside from sending you to Italy?

WITNESS:

She told me that she has a lot of relatives there and she promised an employment to me, your Honor.

COURT:

If the undertaking of the accused was only to send you to Italy or secure a visa for you for Italy, would you have given her the amount of P240,000.00?

WITNESS:

No, your honor.

x x x x

Q:

And you would agree with me that you were able to meet the accused Kenneth Trinidad through the intercession of your Tita Patricia, am I correct?

A:

Yes, sir.

Q:

And likewise your Tita Patricia informed you that she knows this Kenneth Trinidad and she told you that Kenneth Trinidad can help you in going to Italy am I correct?

A:

It was Tita Patricia who introduced Kenneth Trinidad to me but if Kenneth Trinidad would not promised (sic) that employment I would not agree to pay that amount to her.

x x x x

Q:

May I clarify, if your Tita Patricia [was] not involved in this case, you would not met (sic) Kenneth Trinidad?

A:

Yes, sir, if not because of Tita Patricia I would not know this Kenneth Trinidad but if not for the promised (sic) of Kenneth Trinidad that she could secure employment for us, I will not apply.

x x x x

Q:

So when you arrived at the house of the accused in Lucban Street, Pasay City, your Tita Patricia was the one holding that money?

A:

Yes, sir.

Q:

And when you arrived there your Tita Patricia brought out the money and she started counting the same, is that correct?

A:

Yes, sir.

Q:

After counting the money she handed it over to Kenneth Trinidad, the accused?

A:

After counting that money the money was not yet handed to Anita Kenneth Trinidad because I'm still clearing if she really could secure employment for me in Italy, sir.

Q:

And after having cleared the fact that she could secure employment for you, your Tita Patricia already gave the amount of P100,000.00 to the accused, correct?

A:

Not yet, sir, my Tita Patricia still asked for my decision if I am decided to give that amount to Kenneth

Trinidad.

Q:

After you have decided to give that amount, your Tita Patricia gave the amount to the accused?

A:

Yes sir.

x x x x

Q:

Now, this piece of paper which is the receipt, this was according to you prepared by Kenneth Trinidad, the accused in this case?

A:

Yes, sir.

Q:

And did she execute this receipt in front of you?

A:

Yes, sir.

Q:

Were you able to see her actually writing the notations here in this piece of paper?

A:

Yes, sir.

Q:

Whose signature is this, Miss witness?

A:

That is the signature of Anita Kenneth Trinidad, sir.[40] (Emphases supplied).

3. Gemma dela Cruz:

Q:

Can you tell us what transpire[d] during the meeting with accused Taciana "Tess" Aquino and Anita "Kenneth" Trinidad?

A:

When I went to the house of Pisyang Agno located at Blumentritt, I met Trinidad and Aquino who convinced me that they could send me to Italy as long as I can produce the amount of P250,000.00.

COURT:

Who told you that they can send you abroad if you will give the amount of P250,000.00?

WITNESS:

Kenneth Trinidad and Taciana Aquino, your Honor.

x x x x

Q:

And Madam Witness, what was the terms of your agreement with the two accused as regards this payment of P250,000.00?

A:

The agreement with them was that, initially, I will give the amount of P150,000.00, if I'm already in Italy that's the time I give the remaining P100,000.00.

Q:

What happened after the meeting on August 25, 1998?

A:

I gave her P150,000.00, in fact I have two witnesses, Geraldine Noce (sic) and Taraya (sic). And I also have receipt with me to prove that she received the amount of P150,000.00.

x x x x

Q:

To whom did you hand the amount of P150,000.00?

A:

To Neopito Laraya, I first handed the P150,000.00 to Neopito Laraya and Neopito Laraya in turn handed the P150,000.00 to Anita "Kenneth" Trinidad. In that P150,000.00, I borrowed the P50,000.00 from my sister's boyfriend and the P100,000.00 I borrowed it from a Lending Company.

Q:

Miss Witness, do you have any documents to show that accused Anita "Kenneth" Trinidad, received the amount of P150,000.00?

A:

Yes, Ma'am.

Q:

Showing to you this document entitled "CONTRACT OF SERVICE", is this the document you are referring to?

A:

Yes, Ma'am.

x x x x

Q:

Miss Witness, showing to you this signature above the handwritten word Anita Trinidad, do you know whose

signature is this?

A:

Yes, Ma'am, that is the signature of Anita "Kenneth" Trinidad.

Q:

How do you know that this is the signature of Anita "Kenneth" Trinidad?

A:

Because she affixed her signature in front of me.[41]

It is clear from the aforequoted statements that appellant engaged in recruitment activities. The respective testimonies of private complainants clearly established that appellant promised them employment in Italy and that she asked money from them for the processing of their papers. Relying upon appellant's representations, complainants parted with their money. That appellant recruited them without the requisite license from the POEA makes her liable for illegal recruitment.

All three private complainants testified in a categorical and straightforward manner; hence, the trial court properly accorded full faith and credence to their declarations on the witness stand. The well-settled rule is that the credibility of witnesses is best left to the judgment of the trial judge whose findings are generally not disturbed on appeal, absent any showing that substantial errors were committed or that determinative facts were overlooked which, if appreciated, would call for a different conclusion.[42] The trial court has the advantage, not available to the appellate courts, of observing the deportment of witnesses and their manner of testifying during trial. Thus, the appellate courts confer highest respect to such findings and conclusions of the lower courts.[43]

Besides, the only defense offered by appellant against the allegations against her was mere denial, an inherently weak defense which cannot prevail over the positive and unequivocal testimonies of complainants. Bare denials, without clear and convincing evidence to support them, cannot sway judgment. They are self-serving statements which can easily be put forward.[44] It is inconceivable that private complainants would be mistaken in their claim that it was appellant who recruited them considering that it was she who personally talked with them on several occasions and received the sums of money for which she issued receipts.[45] It is contrary to human nature and experience for persons to conspire and accuse a stranger of a crime, or even a casual acquaintance for that matter, that would take the latter's liberty and send him to prison just to appease their feeling of rejection and assuage the frustration of their dreams to go abroad.[46]

The proliferation of illegal job recruiters and syndicates preying on innocent people anxious to obtain employment abroad is one of the primary considerations that led to the enactment of The Migrant Workers and Overseas Filipinos Act of 1995. Aimed at affording greater protection to Overseas Filipino Workers (OFWs), it is a significant improvement on existing laws in the recruitment and placement of workers for overseas employment. Otherwise known as the Magna Carta of Overseas Filipino Workers, it broadened the concept of illegal recruitment under the Labor Code and provided stiffer penalties therefor, especially those that constitute economic sabotage, i.e., Illegal Recruitment in Large Scale and Illegal Recruitment Committed by a Syndicate.[47]

In the instant case, appellant is guilty of illegal recruitment in large scale because it was committed against three private complainants. This is in accordance with the penultimate paragraph of Section 6 Republic Act No. 8042 which provides, thus:

Illegal recruitment is deemed committed by a syndicate if carried out by a group of three (3) or more persons

conspiring or confederating with one another. It is deemed committed in large scale if committed against three (3) or more persons individually or as a group.[48]

The trial court, as affirmed by the Court of Appeals, imposed upon the appellant the penalty of life imprisonment and a fine of P100,000.00 plus actual damages, with interest thereon. However, the fine of P100,000.00 should be increased to P500,000.00 pursuant to Section 7(b) of Republic Act No. 8042 which reads, thus:

(b) The penalty of life imprisonment and a fine of not less than Five hundred thousand pesos (P500,000.00) nor more than One million pesos (P1,000,000.00) shall be imposed if illegal recruitment constitutes economic sabotage as defined therein.[49]

WHEREFORE, the Decision of the Court of Appeals dated 31 August 2007 in CA-G.R. CR-H.C. No. 00490, affirming the Judgment of the Regional Trial Court of Pasay City, Branch 117, finding appellant Anita "Kenneth" Trinidad guilty of illegal recruitment in large scale, sentencing her to suffer the penalty of life imprisonment and ordering her to pay a fine and actual damages, is hereby **AFFIRMED** with the following **MODIFICATIONS**: (1) the amount of fine is increased to P500,000.00; and (2) appellant is further ordered to pay Elma Hernandez the peso equivalent of US\$2,700.00.

SO ORDERED.

Corona, C.J., (Chairperson), Leonardo-De Castro,[*] Bersamin,**] and Del Castillo, JJ., concur.

[*] Designated as Working Chairperson in lieu of Associate Justice Presbitero J. Velasco, Jr. per Special Order No. 878 dated 2 August 2010.

**] Designated as Additional Member in lieu of Associate Justice Presbitero J. Velasco, Jr. per Special Order No. 876 dated 2 August 2010.

[1] The Migrant Workers and Overseas Filipinos Act of 1995.

[2] Records, p. 1.

[3]Id. at 50.

[4] TSN, 1 February 2002, p. 3.

[5] Id. at 18.

[6]Id. at 4 & 7.

[7] Id. at 4-5.

[8] Exhibit "B," Records, p. 632.

[9] TSN, 1 February 2002, pp. 25-26 and 29-30.

[10] Id. at 16, 27 and 30.

[11] Id. at 10.

[12] Id. at 9-10.

[13] TSN, 1 March 2002, pp. 4-5.

[14] Id. at 37.

- [15] Id. at 6 and 9.
- [16] Id. at 38-40.
- [17] Id. at 8-10 and 13.
- [18] TSN, 21 June 2002, pp. 3-5.
- [19] Id. at 5.
- [20] Exhibit "D", Records, p. 634.
- [21] TSN, 21 June 2002, p. 20 and TSN, 27 June 2002, pp. 4 and 13-14.
- [22] TSN, 21 June 2002, p. 8.
- [23] TSN, 21 June 2002, p. 9, TSN, 1 February 2002, p. 18 and TSN, 1 March 2002, p. 21.
- [24] TSN, 21 June 2002, p. 8, TSN, 1 February 2002, p. 11 and TSN, 1 March 2002, p. 14.
- [25] TSN, 21 June 2002, p. 9-11 and TSN, 1 March 2002, pp. 14-15.
- [26] TSN, 21 June 2002, p. 10.
- [27] Id. at 13-14 and Exhibits "E," "F," "G," "H," and "I," Records, pp. 635-644.
- [28] TSN, 1 March 2002, p. 14.
- [29] TSN, 1 March 2002, p. 17, TSN, 1 February 2002, p. 12 and TSN, 21 June 2002, pp. 8-9 and 11.
- [30] TSN, 1 March 2002, p. 17, TSN, 1 February 2002, p. 13 and TSN, 21 June 2002, p. 11.
- [31] TSN, 1 February 2002, pp. 13-14 and TSN, 21 June 2002, p. 15.
- [32] Records, pp. 857-873.
- [33] TSN, 29 August 2002, pp. 8-9.
- [34] Exhibit "C," Records, p. 633.
- [35] TSN, 5 April 2002, pp. 3-5.
- [36] Penned by Justice Estela M. Perlas-Bernabe with Justices Portia Aliño-Hormachuelos and Lucas P. Bersamin (now member of this Court), concurring. Rollo, pp. 2-10.
- [37] CA rollo, p. 50.
- [38] Id at 62-62A.
- [39] TSN, 1 February 2002, pp. 4-5, 7, 22-24, 34-35 and 43.
- [40] TSN, 1 March 2002, pp. 5-8, 11-12, 27-28 and 34-36.
- [41] TSN, 21 June 2002, pp. 3-6.
- [42] People vs. Villas, G.R. No. 112180, 15 August 1997, 277 SCRA 391, 404 citing People vs. Comia, 1 September 1994, 236 SCRA 185, 194-195 and People vs. Naparan, 30 August 1993, 225 SCRA 714, 721, 722.

[43] Id., citing *People vs. Goce*, 317 Phil. 897, 910-911 (1995) and *People vs. Comia*, id.

[44] *People vs. Navarra*, 404 Phil. 693, 701 (2001) citing *People vs. Agustin* 317 Phil. 897 (1995); *People vs. Hernandez*, G.R. No. 108027, 4 March 1999, 304 SCRA 186; *People vs. Mercado*, G.R. No. 108440-02, 11 March 1999, 304 SCRA 504; *People vs. Apongan*, 337 Phil. 393 (1997); and *People vs. Henson*, 337 Phil. 318 (1997).

[45] *People vs. Dionisio*, 425 Phil. 651, 664 (2002).

[46] *People vs. Baytic*, 446 Phil. 23, 30 (2003), citing *People vs. Librero*, G.R. No. 132311, 28 September 2000, 341 SCRA 229.

[47] *People vs. Gamboa*, 395 Phil. 675, 682, 683 (2000), citing *Jorge R. Coquia*, Annotation on Illegal Recruitment of Overseas Filipino Workers as Economic Sabotage, 279 SCRA 199, 16 September 1997.

[48] *People vs. Ang*, G.R. No. 181245, 6 August 2008, 561 SCRA 370, 378.

[49] Id.

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