



Republic of the Philippines  
 Supreme Court  
 Manila

SECOND DIVISION

PEOPLE OF THE PHILIPPINES,  
 Plaintiff-Appellee,

G.R. No. 229712

Present:

- versus -

CARPIO, J., Chairperson,  
 PERALTA,  
 PERLAS-BERNABE,  
 CAGUIOA, and  
 REYES, JR., JJ.

Promulgated:

DELIA C. MOLINA,  
 Accused-Appellant.

28 FEB 2018

*Handwritten signature*

x-----x

DECISION

PERALTA, J.:

This is an appeal from the Decision<sup>1</sup> dated January 14, 2016 of the Court of Appeals in CA-G.R. CR-HC No. 05977, affirming the Decision of the Regional Trial Court (RTC) of Makati City, Branch 137, finding accused-appellant Delia C. Molina guilty beyond reasonable doubt of the crime of illegal recruitment in large scale.

On December 21, 2007, accused-appellant Delia C. Molina and Juliet Pacon were charged with the crime of Illegal Recruitment in Large Scale in an Information<sup>2</sup> that reads:

The undersigned Prosecutor accuses DELIA C. MOLINA and JULIET PACON of the crime of Illegal Recruitment in Large Scale, defined

<sup>1</sup> Penned by Associate Justice Leoncia Real-Dimagiba, with Associate Justices Ramon R. Garcia and Jhosep Y. Lopez, concurring; *rollo*, pp. 2-14.

<sup>2</sup> Records, p. 1.

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and penalized under Section[s] 6 and 7 of Republic Act No. 8042 (Migrant Workers and Overseas Filipinos Act of 1995), committed as follows:

That in or about and sometime in the months of April 2006 to September 2006, in the City of Makati, Philippines and within the jurisdiction of this Honorable Court, the above-named accused, conspiring and confederating together and mutually helping and aiding one another, did then and there willfully, unlawfully and feloniously recruit for a fee, promise employment/job placement abroad to five (5) persons, hence, committed in large scale, and received payments from complainants, to wit:

MARIA C. LUYA	-	₱ 75,000.00
GILBERT B. UBIÑA	-	130,000.00
WILFREDO I. LOGO	-	100,000.00
BENJAMIN B. DELOS SANTOS	-	75,000.00
MAYLEN S. BOLDA	-	70,000.00

in connection with the documentation and processing of their papers for purposes of their deployment, but said accused failed or refused to deploy herein complainants abroad without the fault of the latter and to reimburse the above-enumerated amounts to said complainants, to the damage and prejudice of the latter.

CONTRARY TO LAW.<sup>3</sup>

The case proceeded only against accused-appellant Delia C. Molina, as co-accused Juliet Pacon was at-large. When arraigned on April 7, 2009, accused Delia C. Molina pleaded not guilty.<sup>4</sup> After pre-trial, trial on the merits ensued.

The prosecution presented as witnesses the five private complainants and Eraida Dumigpi, Senior Labor and Deployment Officer of the Philippine Overseas Employment Administration (*POEA*). On the other hand, the defense presented accused-appellant Delia C. Molina as its lone witness.

Prosecution witness Wilfredo I. Logo, from Baliwag, Bulacan, testified that in May 2006, he was referred by a certain Lita to Juliet Pacon of Southern Cotabato Landbase Management Corporation, a recruitment agency, to apply for a job in Korea as a factory worker. At the agency, he met Juliet Pacon who discussed with him the work in Korea, the placement fee and the salary of Nine Hundred Won, or about ₱45,000.00. He was told to pay half of the placement fee, and once there is a job order, he was told to pay the remaining balance. For this job application, he paid the agency through Pacon, in cash and on installment basis, the total sum of P100,000.00 on the following dates: (1) May 22, 2006 - ₱3,000.00; (2) May 23, 2006 - ₱7,000.00; (3) August 29, 2006 - ₱60,000.00; and (4) September 14, 2006 - ₱30,000.00, all covered

<sup>3</sup> *Id.*

<sup>4</sup> *Id.* at 43.

by cash vouchers.<sup>5</sup> The payments were all received by Juliet Pacon as shown by her signature on the cash vouchers. Years passed and despite compliance with all the requirements of the agency, the promised deployment did not materialize. Logo entertained doubt as to his deployment abroad. He went back and forth to the agency, but Pacon already went into hiding and could not be located. He then went to the POEA and discovered that the agency had no job order for Korea. He got confirmation that accused Molina was the President of the agency as reflected in the POEA Certification<sup>6</sup> dated July 13, 2011. Thereafter, he filed a complaint against Molina and executed in support thereof his affidavit.<sup>7</sup>

Logo positively identified accused Molina as the owner of the agency. He came to know accused Molina not only because Pacon introduced her as the owner of the agency, but also because he frequently saw Molina in her office in the agency everytime he went there and paid his placement fee between the months of April to September 2006.<sup>8</sup> He was able to talk to accused Molina who assured him of his deployment abroad.<sup>9</sup>

The second witness, Gilbert Ubiña, a resident of Cubao, Quezon City, testified that in June 2006, his Auntie Lita accompanied him to the agency located in Makati City to apply for a job abroad. At the agency, he talked to Juliet Pacon who discussed with him the requirements of the job order for a factory worker in South Korea such as visa, passport, medical certificate, training and the payment of ₱130,000.00 as placement fee. He paid the placement fee in two installments: (1) ₱10,000.00 on June 9, 2009; and (2) ₱120,000.00 on July 13, 2006, both evidenced by cash vouchers.<sup>10</sup> The payments were received by Pacon in behalf of the agency as evidenced by her signature on the cash vouchers of the agency. He was assured by both accused Molina and Pacon of a monthly salary of ₱45,000.00, but the promised job was not attained. Upon inquiry from the POEA, he found out that there was no job order for the agency. He also learned that accused Molina was the owner of the agency.

In open court, Ubiña positively identified accused Molina,<sup>11</sup> who advised him and other applicants to complete all their requirements for their immediate deployment to Korea where allegedly there were many jobs waiting for them.

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<sup>5</sup> Exhibits "H", "I", "K" and "J", *id.* at 16-17.

<sup>6</sup> Exhibit "T," *id.* at 162.

<sup>7</sup> Exhibit "G," *id.* at 15.

<sup>8</sup> TSN, January 27, 2011, pp. 12-18.

<sup>9</sup> *Id.* at 39-44.

<sup>10</sup> Exhibits "E" and "F," records, p. 14.

<sup>11</sup> TSN, January 27, 2011, p. 65.



The third witness, Benjamin Delos Santos, a resident of San Juan City, testified that in February 2006, he went to the agency, Southern Cotabato Landbase Management Corporation, located in Palanan, Makati City, and applied as a factory worker in South Korea. At the agency, he talked to Juliet Pacon who told him that he would earn US\$900.00 per month, and that he could leave immediately upon submission of the requirements such as NBI clearance, resume, pictures and a placement fee of ₱75,000.00. He paid the placement fee in two installments: (1) ₱10,000.00 on April 26, 2006; and (2) ₱65,000.00 on May 8, 2006.<sup>12</sup> Although he complied with all the requirements, the agency failed to deploy him. Thus, he went to the POEA where he found out that accused Molina, whom he identified in open court,<sup>13</sup> did not have any job orders, and that Pacon was not licensed to get workers for deployment abroad. Despite his demand for the return of his money, he only received promises, but his money was never returned.<sup>14</sup> Then he filed a complaint and executed his affidavit.<sup>15</sup>

The fourth witness, Maylen Bolda, a resident of San Juan, Metro Manila, testified that she gave ₱70,000.00 to Juliet Pacon in connection with her application for employment in South Korea. She paid in two installments: (1) ₱10,000.00 on April 12, 2006; and (2) ₱60,000.00 on April 26, 2006.<sup>16</sup> Like her co-applicants, the payments were evidenced by vouchers signed by Pacon. Upon receipt of the money, Pacon told her to complete all the requirements, which she did through the submission of the payment, medical result, NBI clearance and pictures. Pacon assured her that she would be able to depart for Korea as soon as she completes the requirements. She was also able to talk to accused Molina, who was introduced by Pacon to her as the owner of the agency. As the promised employment did not materialize, she demanded for the return of the money she paid, but only her passport was given back to her. She positively identified accused Molina in open court. Molina acknowledged that she was the owner of the agency and she assured Bolda of her employment abroad.

The fifth witness, Maria Luya, from Lemery, Batangas, testified that in April 2006, she came to know both accused Pacon and Molina when she applied with the agency for a job in South Korea, upon referral of her older sister who was in Korea. At the agency, she met Pacon who was assigned as her recruiter. She also saw accused Molina, who Pacon said was the President of the company and that she does not talk with applicants as there are recruiters for them. Pacon told her that there were job orders already, so she had to pay and complete the requirements because in a few months, she could leave for South Korea as a factory worker. She submitted the required

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<sup>12</sup> Exhibits "N" and "M," records, p. 21.

<sup>13</sup> TSN, March 22, 2011, pp. 4-5.

<sup>14</sup> *Id.* at 2-20.

<sup>15</sup> Exhibit "L," records, p. 20.

<sup>16</sup> Exhibits "Q" and "P," *id.* at 23.


documents such as NBI clearance, resume, photocopies of passport, birth certificate, medical certificate, and identification pictures. She paid to Pacon the processing fee of ₱75,000.00 in two installments: (1) ₱10,000.00 on April 17, 2006 and (2) ₱65,000.00 on May 2, 2006.<sup>17</sup> Despite submission of all the requirements of the agency, the promised deployment did not materialize, so she went back and forth to the agency many times to demand for the return of her money, but to no avail. Based on the Certification<sup>18</sup> dated July 20, 2007 issued by the POEA, she found out that while the agency was registered, it did not have any job order, and that the agency was in the name of accused Molina who told her and her co-applicants to just wait as there were job orders already and that in a few months, they would be able to go abroad and that their papers were already being processed.

The last prosecution witness, Eraida Dumigpi, Senior Labor Deployment Officer of the Licensing Branch of the POEA, identified the two certifications<sup>19</sup> dated July 13, 2011 and September 8, 2011 as having been issued by her office. She likewise confirmed and affirmed the contents of both certificates, which stated that the Southern Cotabato Landbase Management Corporation, represented by Ms. Delia C. Molina, President, was a private recruitment agency whose license expired on March 31, 2007 and was cancelled on May 30, 2008.

The defense presented as its lone witness the accused, Delia C. Molina. Molina admitted that she was the former President of the Southern Cotabato Landbase Management Corporation, which was a duly licensed recruitment agency established on March 31, 2006 as evidenced by the provisional license<sup>20</sup> issued by the POEA. The agency was not able to do its business for failure to submit the requirements of the POEA, *i.e.*, to submit new job orders. She traveled abroad to look for such job orders. She departed from the Philippines on May 21, 2006<sup>21</sup> as stamped on her passport.<sup>22</sup> She went to Egypt<sup>23</sup> and on June 25, 2006, she went to Kuala Lumpur, Malaysia<sup>24</sup> where she was able to obtain a new job order. The suspension order against the agency was lifted on July 31, 2006, and the agency started its operation on August 6, 2006 (but no documents were marked and offered to this effect). During the time that she was out of the country, from May 21, 2006 to June 29, 2006, her former secretary Angelita Palabay took charge of the agency. She stated that co-accused Juliet Pacon had no relation to her or to the agency in any capacity as Pacon was a total stranger to her and had no authority to act for the agency. It was only in the hearing of this case that she learned of the

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<sup>17</sup> Exhibits "B" and "C," *id.* at 11.  
<sup>18</sup> Exhibit "S," *id.* at 161.  
<sup>19</sup> Exhibits "T" and "U," *id.* at 162-163.  
<sup>20</sup> Exhibit "1," *id.* at 215.  
<sup>21</sup> Exhibit "4-A," *id.* at 218.  
<sup>22</sup> Exhibit "4," *id.*  
<sup>23</sup> Exhibit "5," *id.*  
<sup>24</sup> Exhibit "6," *id.* at 219.



name Juliet Pacon. Moreover, she has not met personally all the private complainants in this case.

On cross-examination, accused Molina admitted that there were about 100 cases of illegal recruitment filed against her in different courts and that she was convicted of illegal recruitment in the RTC of Makati City, Branch 148 and Branch 150 where the complainants were illegally recruited for South Korea. She denied the recruitment of private complainants and the payments made by them in this case, more so, the cash vouchers showing such payments.

### *The Ruling of the RTC*

In a Decision<sup>25</sup> dated January 16, 2013, the trial court found accused Molina guilty beyond reasonable doubt of illegal recruitment in large scale.

The trial court held:

x x x [T]he crime of illegal recruitment in large scale is generally committed when the following elements concur, to wit: (1) the offender has no valid license or authority required by law to enable one to engage lawfully in recruitment and placement of workers; (2) he or she undertakes any of the activities within the meaning of recruitment and placement as defined thereunder in relation to Article 13(f) of Presidential Decree No. 442, as amended, otherwise known as the Labor Code of the Philippines; and (3) that the accused commits the acts against three or more persons, individually or as a group. In addition thereto, and more apt to the case at bar, even if one is **a licensee or holder of authority**, he or she will still be deemed liable for illegal recruitment in large scale if he or she commits any of the defined acts under Section 6 of R.A. 8042.

After going over the pieces of testimonial and documentary evidence of the prosecution, *vis-a-vis* the defense of general denial by the accused, this court finds that all the requisite elements necessary to sustain a judgment of conviction for the defense of illegal recruitment in large scale were established during the trial. The attendance of the first element – that is, absence of a valid license or authority to enable one to lawfully engage in recruitment and placement of workers – is supported by the POEA certifications and further bolstered and strengthened by the testimony at the witness [stand] of Eraidia Dumigpi, Senior Labor Deployment Officer from the Licensing Branch of the POEA. The second element pertaining to the performance of activities within the meaning of recruitment and placement as defined under Section 6 of R.A. 8042 is substantiated by the testimonies of private complainants Luya, Ubiña, Logo, Delos Santos and Bolda. The third element is evident from the

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<sup>25</sup> CA rollo, pp. 13-21.



number of complainants, in the instant case herein five (5) complainants, against whom the accused committed illegal recruitment.<sup>26</sup>

The dispositive portion of the Decision of the RTC reads:

WHEREFORE, PREMISES CONSIDERED, the prosecution having established the guilt of accused Delia C. Molina beyond reasonable doubt, judgment is hereby rendered convicting the accused as principal of large scale illegal recruitment and she is sentenced to life imprisonment and to pay a fine of Five Hundred Thousand Pesos (P500,000.00), plus cost of suit. Accused Delia C. Molina is further ordered to pay the following complainants the amounts opposite their names as actual or compensatory damages, to wit:

- |                             |               |
|-----------------------------|---------------|
| 1. Maria C. Luya            | - P 75,000.00 |
| 2. Gilbert B. Ubiña         | - P130,000.00 |
| 3. Wilfredo L. Logo         | - P100,000.00 |
| 4. Benjamin B. Delos Santos | - P 75,000.00 |
| 5. Maylen S. Bolda          | - P 70,000.00 |

with interest thereon at the legal rate of 6% per annum from the date of filing this criminal case, February 7, 2008, until the amount shall have been fully paid.

The case against co-accused Juliet Pacon is ordered ARCHIVED, with standing alias warrant of arrest dated September 6, 2012.

SO ORDERED.<sup>27</sup>

The accused-appellant appealed the Decision of the RTC to the Court of Appeals, raising this assignment of error:

THE TRIAL COURT GRAVELY ERRED IN FINDING THE ACCUSED-APPELLANT GUILTY BEYOND REASONABLE DOUBT OF THE CRIME OF ILLEGAL RECRUITMENT.

Before the Court of Appeals, the accused-appellant professed her innocence, arguing that while she was the President of Southern Cotabato Landbase Management Services, a duly licensed recruitment agency, she never recruited or promised private complainants any work in South Korea. She had no contractual obligations or duty to deploy them for employment abroad. It was accused Juliet Pacon who recruited and promised employment in South Korea to private complainants. In fact, it was Pacon who received private complainants' payments. Thus, considering that she never demanded or received any amount from private complainants as placement fee or other incidental expenses in relation to their purported deployment, she had no

<sup>26</sup> *Id.* at 19. (Emphasis in the original; citation omitted)

<sup>27</sup> *Id.* at 21. (Citations omitted)

contractual obligation to reimburse any amount of money to them due to accused Pacon's failure to deploy them abroad. Accused-appellant asserted that there was no direct evidence that she gave private complainants the impression that she had the power or ability to send them abroad for work such that the latter were convinced to part with their money in order to be employed. In fact, she had no participation in the transactions between the private complainants and accused Pacon. Hence, the charge of illegal recruitment against her has no leg to stand on.

### *The Ruling of the Court of Appeals*

On January 14, 2016, the Court of Appeals rendered a Decision,<sup>28</sup> the dispositive portion of which reads:

WHEREFORE, the appeal is DISMISSED. The decision is AFFIRMED en toto.<sup>29</sup>

The Court of Appeals did not give credence to accused-appellant's allegation that she neither knew Juliet Pacon nor authorized Pacon to act in behalf of the agency, because the transactions happened in her office. Moreover, private complainants identified accused-appellant as the President of the agency. The Court of Appeals agreed with the trial court's findings that the elements of the crime charged are present in this case. It found no reversible error on the part of the trial court in finding accused-appellant guilty of illegal recruitment in large scale.

Thereafter, the case was certified and the entire records thereof were elevated to this Court for review.

In lieu of filing their respective Supplemental Briefs, the parties manifested to the Court that they were adopting their respective Appellee's Brief and Appellant's Brief filed with the Court of Appeals for the instant appeal.

The issue is whether or not the Court of Appeals erred in ruling that accused-appellant is guilty beyond reasonable doubt of the crime of illegal recruitment in large scale.



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<sup>28</sup> *Rollo*, pp. 2-14.

<sup>29</sup> *Id.* at 14.



*The Court's Ruling*

The Court affirms the Decision of the Court of Appeals with modification.

Republic Act (R.A.) No. 8042, known as the "Migrant Workers and Overseas Filipinos Act of 1995," defines illegal recruitment in Section 6 thereof, thus:

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 Article 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. **It shall likewise include the following acts, whether committed by any person, whether a non-licensee, non-holder, licensee or holder of authority:**

(a) x x x

x x x x

**(m) Failure to reimburse expenses incurred by the worker in connection with his documentation and processing for purposes of deployment, in cases where the deployment does not actually take place without the worker's fault. Illegal recruitment when committed by a syndicate or in large scale shall be considered an offense involving economic sabotage.**

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.

The persons criminally liable for the above offenses are the principals, accomplices and accessories. In case of juridical persons, the officers having control, management or direction of their business shall be liable.<sup>30</sup>

In this case, the provisional license<sup>31</sup> granted by the POEA to the recruitment agency Southern Cotabato Landbase Management Corporation,

<sup>30</sup> Emphasis supplied; underscoring supplied.  
<sup>31</sup> Exhibit "1," records, p. 215.

of which accused-appellant was the President, was valid from March 31, 2006 to March 31, 2007. On May 31, 2006, Rosalinda Dimapilis-Baldoz, Administrator of the POEA Licensing and Regulation Office, issued an Order<sup>32</sup> stating that the license of Southern Cotabato Landbase Management Corporation “is hereby suspended effective immediately for non-compliance with its undertaking to submit requirements within 30 days from the date of issuance of its license as a landbased agency, pursuant to Section 16, Rule IV, Part VI of the 2002 POEA Rules and Regulations.” Accused-appellant testified that she travelled abroad, particularly to Egypt and Kuala Lumpur, Malaysia, to look for job orders, and these trips were reflected on her passport. She stated that she obtained a new job order in Kuala Lumpur, Malaysia; hence, the suspension order against the agency was lifted on July 31, 2006 (but no documentary evidence was submitted to support her allegation) and that the agency started operating again on August 6, 2006. Based on a Certification<sup>33</sup> dated September 8, 2011 issued by the POEA, the license of Southern Cotabato Landbase Management Corporation expired on March 31, 2007 and the license was cancelled on May 30, 2008.

The testimonies of private respondents and the records show that: (1) private complainants Wilfredo Logo, Maylen Bolda and Maria Luya applied at the recruitment agency for employment in South Korea and paid for their respective placement/processing fee when the agency’s provisional license was already issued; (2) Benjamin Delos Santos applied before the issuance of the provisional license but paid the placement fee when the provisional license was already issued, and (3) Gilbert Ubiña’s application and payments were made after the agency’s license was suspended and before it was alleged lifted on July 31, 2000, but before the agency’s license expired on March 31, 2007. Hence, it appears that the recruitment agency, which accused-appellant headed, was a licensee or holder of authority when the recruitment of private complainants was made as the agency’s license expired on March 31, 2007. Nevertheless, accused-appellant is still liable under Section 6 of R.A. No. 8042, which provides:

x x x [Illegal recruitment] shall likewise include the following acts, whether committed by any person, whether a non-licensee, non-holder, licensee or holder of authority:

x x x x

(m) Failure to reimburse expenses incurred by the worker in connection with his documentation and processing for purposes of deployment, in cases where the deployment does not actually take place without the worker's fault.<sup>34</sup>

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<sup>32</sup> Exhibit “2” *id.* at 216.

<sup>33</sup> Exhibit “U,” *id.* at 163.

<sup>34</sup> Emphasis supplied.

As the trial court stated:

Although it might be argued by the accused that her license/authority as a private recruitment agency expired only in March 2007, and cancelled only in May 2008, and as such during the period of time material to the instant criminal indictment she would seem to be possessed of the requisite license and authority to recruit, still, accused Molina cannot escape liability for the offense charged because of her failure to reimburse to private complainants the expenses they incurred in connection with the documentation and processing for purposes of deployment when her agency, and of which she is the President, failed to actually deploy them without the private complainants' fault. The existence of a valid license at the commencement of the recruitment process will not justify an acquittal, for the provision and mandate of the special law violated is clear, categorical and specific on this point.<sup>35</sup>

The Court agrees with the Court of Appeals that accused-appellant cannot escape from liability for large scale illegal recruitment on the ground that she did not recruit private complainants and participate in their transactions with Juliet Pacon to whom complainants made their payments, as the recruitment was made in the recruitment agency of which accused-appellant is the President. Moreover, private complainants Logo, Ubiña, Bolda and Luya testified that they saw accused-appellant at the agency and she was introduced to them by Pacon as the owner of the agency, and she even assured them that they would be deployed for employment soon. Private respondent Delos Santos also testified that he saw accused-appellant at the agency and Pacon told him that she was the boss and owner of the agency. Further, the cash vouchers,<sup>36</sup> evidencing the payments made by private complainants to Pacon, contained the name of the recruitment agency or its office address in Makati City, showing that it was received by Pacon in behalf of the agency whose President was accused-appellant. As stated by the trial court:

To the mind and appreciation of this Court, it is of no moment that in the cash vouchers evidencing payments of the placement fee by all five (5) private complainants, the name of accused Molina did not appear and all were paid to and accepted not by her, but by her alleged agent, co-accused Juliet Pacon who remains at large to date. Scrutiny of these vouchers, however, would show that all payments were in the name of Southern Cotabato Landbase Management Services, the private recruitment agency owned, managed and presided by accused Molina. As held in the case of *People v. Crispin Billaber y Matbanua*, "[T]he absence of receipts to evidence payment to the recruiter would not warrant an acquittal, a receipt not being fatal to the prosecution's cause." The clear, categorical and straightforward testimonies of the private complainants pertaining to the assurances given by accused Molina herself about the

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<sup>35</sup> CA rollo, p. 19.

<sup>36</sup> Records, pp. 11, 14, 16-17, 21, 23.



existence of job orders in South Korea, the certainty of deployment for work abroad upon completion of all the requirements – which includes the payment of the placement fees – and her subsequent failure to deploy them and return the money paid by the private complainants have only been met and controverted by a general denial by the accused. Such negative assertion, definitely pales in comparison to the affirmative testimonies of the private complainants.<sup>37</sup>

The factual findings of the Court of Appeals, which affirm those of the trial court, are binding on the Court. The Court may revise such findings only when the accused-appellant convincingly demonstrates that such findings were erroneous, or biased, or unfounded, or incomplete, or unreliable, or conflicted with the findings of fact of the Court of Appeals,<sup>38</sup> which has not been demonstrated by the accused-appellant in this case.

Under Section 6, paragraph (m) of R.A. No. 8042, illegal recruitment “is deemed committed in large scale if committed against three (3) or more persons individually or as a group,” and “[i]llegal recruitment when committed by a syndicate or in large scale shall be considered an offense involving economic sabotage.” Thus, the offense charged in the Information is illegal recruitment in large scale because it was committed against the five private complainants.

Moreover, Section 6, paragraph (m) of R.A. No. 8042 provides that in case of juridical persons, the officers having control, management or direction of their business shall be liable. Accused-appellant, as President of the recruitment agency, is therefore liable for illegal recruitment in large scale for failure to reimburse the expenses incurred by private complainants in connection with their documentation and processing for purposes of deployment to South Korea, which did not actually take place without their fault under Section 6, paragraph (m) of R.A. No. 8042.

Section 7 of R.A. No. 8042 provides for the penalties for illegal recruitment as follows:

SEC. 7. *Penalties.* —

(a) Any person found guilty of illegal recruitment shall suffer the penalty of imprisonment of not less than six (6) years and one (1) day but not more than twelve (12) years and a fine of not less than Two hundred thousand pesos (P200,000.00) nor more than Five hundred thousand pesos (P500,000.00).

<sup>37</sup> *Id.* at 230. (Citations omitted)

<sup>38</sup> *People v. Owen Marcelo Cagalingan*, G.R. No. 198664, November 23, 2016, citing *People v. Reyes*, 714 Phil. 300, 306-307 (2013).

(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 herein.**

*Provided, however,* That the maximum penalty shall be imposed if the person illegally recruited is less than eighteen (18) years of age or committed by a non-licensee or non-holder of authority.<sup>39</sup>

Since illegal recruitment in large scale is an offense involving economic sabotage under Section 6, paragraph (m) of R.A. No. 8042, the Court of Appeals correctly affirmed the decision of the trial court imposing upon accused-appellant the penalty of life imprisonment and a fine of ₱500,000.00 under Section 7 (b) of R.A. No. 8042. Although R.A. No. 10022, which took effect on May 7, 2010, amended the fine under Section 7 (b) of R.A. No. 8042 and increased it to “not less than Two million pesos (₱2,000,000.00) nor more than Five million pesos (₱5,000,000.00) x x x if illegal recruitment constitutes economic sabotage,” the said amendment does not apply in this case because the offense was committed in 2006, before the amendment took effect in May 2010.

The Court of Appeals also correctly affirmed the ruling of the trial court ordering accused-appellant to reimburse to each of the private complainants the amount she respectively received from each of them, but the imposition of interest on the actual damages awarded should be modified as computed from the date of finality of the judgment until fully paid.<sup>40</sup>

**WHEREFORE**, premises considered, the appeal is **DISMISSED**. The Court **AFFIRMS** with **MODIFICATION** the Decision of the Court of Appeals dated January 14, 2016 in CA-G.R. CR-HC No. 05977, sustaining the Decision of the RTC of Makati City, Branch 137, finding accused-appellant Delia C. Molina guilty beyond reasonable doubt of the crime of illegal recruitment in large scale and imposing on her the penalty of life imprisonment and ordering her to pay a fine of Five Hundred Thousand Pesos (₱500,000.00), plus cost of suit, and to pay actual damages to private complainants as follows:

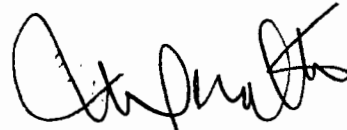
Maria C. Luya	-	₱ 75,000.00
Gilbert B. Ubiña	-	₱130,000.00
Wilfredo I. Logo	-	₱100,000.00
Benjamin B. Delos Santos	-	₱ 75,000.00
Maylen S. Bolda	-	₱ 70,000.00

<sup>39</sup> Emphasis supplied.

<sup>40</sup> See *Nacar v. Gallery Frames*, 716 Phil. 267 (2013).

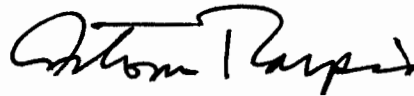
with interest on the actual damages awarded at the legal rate of six percent (6%) *per annum* with the modification that the said interest imposed on the actual damages shall be computed from the date of finality of this Decision until fully paid.

**SO ORDERED.**




**DIOSDADO M. PERALTA**  
Associate Justice

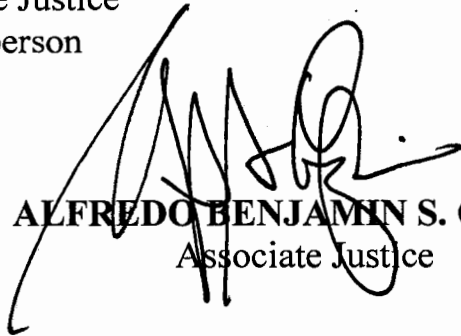
**WE CONCUR:**



**ANTONIO T. CARPIO**  
Associate Justice  
Chairperson



**ESTELA M. PERLAS-BERNABE**  
Associate Justice



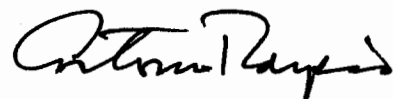
**ALFREDO BENJAMIN S. CAGUIOA**  
Associate Justice



**ANDRES B. REYES, JR.**  
Associate Justice

**ATTESTATION**

I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



**ANTONIO T. CARPIO**  
Associate Justice  
Chairperson, Second Division

**CERTIFICATION**

Pursuant to Section 13, Article VIII of the Constitution and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



**MARIA LOURDES P. A. SERENO**  
Chief Justice