

FIRST DIVISION

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

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

D E C I S I O N

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