SECOND DIVISION

[G.R. No. 272782. January 13, 2026]

PEOPLE OF THE PHILIPPINES, PLAINTIFF-APPELLEE, VS. ELIZABETH ESPIRITU MENDOZA, ACCUSED-APPELLANT.

D E C I S I O N

VILLANUEVA, J.:

Before the Court is an appeal[1] assailing the Decision[2] of the Court of Appeals (CA) in CA-G.R. CR-HC No. 15280 which affirmed with modification the Joint Decision[3] of Branch 171, Regional Trial Court, Valenzuela City (RTC). In Criminal Case No. 2168-V-18, the RTC found Elizabeth Espiritu Mendoza (Mendoza) guilty beyond reasonable doubt of large scale illegal recruitment in violation of Section 6 of Republic Act No. 8042,[4] as amended by Republic Act No. 10022.[5] In Criminal Case No. 2169-V-18, the RTC found Mendoza guilty beyond reasonable doubt of simple illegal recruitment in violation of Section 6 of Republic Act No. 8042, as amended by Republic Act No. 10022.

Antecedents

Two Informations[6] were filed charging Mendoza and her co-accused Gemma Jamito Garcia (Garcia) with two counts of large scale illegal recruitment, and their other co-accused Jocelyn Madera (Madera), Emelda Baito (Baito), Nicanor Avila (Avila), and Marilyn Bucong Canda (Canda; collectively, Mendoza, et al.) with one count of large scale illegal recruitment.[7] The accusatory portions of the Informations read:

[Criminal Case No. 2168-V-18]

> That sometime between August 2015 to January 2016, in Valenzuela City, and within the jurisdiction of this Honorable Court, the above-named accused, conspiring with one another, representing themselves to have the capacity to contract, enlist[,] and recruit workers for employment abroad, did then and there willfully and feloniously for a fee, recruit and promise employment/job placement abroad for complainants (1) IMELDA GONZALEZ *y* TAPISPISAN (2) ERIC M. CONCEPCION (3) CHRISTIAN G. CE[JOCO][8] (4) JERWIN PAUL MATUS *y* NOGNOG (5) WILSON NEGRITE DOMASIG (6) VICKY SIMPILICANO *y* CADAG (7) ERIC TOLENTINO *y* DE GUZMAN (8) CORAZON ADRIANO *y*

CRUZ (9) ARTURO VARONA *y* BATULA (10) PAMELA MARIE ELIZONDO *y* BORJA (11) REYLIE PASCUAL CRISTOBAL (12) ERWIN PERLADA RIOVEROS (13) EDWIN LEGASPI URAYANI (14) REWELYN PARAISO TORRES (15) MARI-LEN MAGNO (16) MARY ROSE PEREGRINO EDLOY (17) VENUS BARBER TORRES (18) JIMMY ARENAS *y* BALERO (19) ROMEO N. MARCOS (20) ALVIN M. TORRES, without said accused having secured first the necessary license or authority to engage in recruitment activities from the Philippine Overseas Employment Administration (POEA) in violation of the aforementioned provision of law and failed actually to deploy the offended party abroad and to reimburse their expenses incurred.

CONTRARY TO LAW.[9]

[Criminal Case No. 2169-V-18]

That sometime between February 19, 2016 to November 9, 2016, in Valenzuela City, and within the jurisdiction of this Honorable Court, [Mendoza and Garcia] conspiring with one another, representing themselves to have the capacity to contract, enlist[,] and recruit workers for employment abroad, did then and there willfully and feloniously for a fee, recruit and promise employment/job placement abroad for complainants (1) LOIDA ESPIRITU GRANIL[,] (2) ARLENE BERNARDO *y* MAGPAYO, and (3) RAYMOND ROQUE *y* VICTORIA, without [Mendoza and Garcia] having secured first the necessary license or authority to engage in recruitment activities from the Philippine Overseas Employment Administration (POEA) in violation of the aforementioned provision of law and failed actually to deploy the offended party abroad and to reimburse their expenses incurred.

CONTRARY TO LAW.[10]

Mendoza, Madera, and Baito were arrested by the police officers, while Garcia, Avila, and Canda remained at-large. During arraignment, Mendoza, Madera, and Baito pleaded not guilty to the respective offenses charged against them.[11]

Trial on the merits then ensued.[12]

During the trial, the prosecution presented the following witnesses: (1) Raymond R. Victoria (Victoria); (2) Rewelyn Torres (Torres); (3) Jimmy Arenas (Arenas); (4) Marilen Bartolome (Bartolome); (5) Pamela Marie Elizondo (Elizondo); (6) Edwin Urayani (Urayani); (7) Venus Barber Lorenzo (Lorenzo); (8) Mary Rose P. Edloy (Edloy); (9) Edwin P. Rioveros (Rioveros); (10) Imelda Gonzales (Gonzales); (11) Eric Concepcion (Concepcion); (12) Christian Cejoco (Cejoco); and (13) Teresita Talagtag (Talagtag; collectively, Victoria, et al).[13]

For its part, the defense presented the following witnesses: (1) Mendoza; (2) Madera; (3) Baito; and (4) Cherrylyn Nable (Nable).[14]

Version of the Prosecution

Testimony of Victoria

Victoria testified that he met Mendoza through a mutual acquaintance. He visited Mendoza's office in Malinta, Valenzuela City, which is located near the Bureau of Internal Revenue (BIR) office. Mendoza, who appeared to be the head of the office, offered him a promising job with a substantial salary. Mendoza informed him that he would be employed as a housekeeper at the Lion Mansion Hotel in Tokyo, Japan, with a monthly compensation of PHP 60,000.00. Mendoza then encouraged him to submit his application, saying, "*madaliin ninyo na ang pag-aapply dahil konti na lang [ang]* slot *baka hindi kayo makasama*." Victoria made a total payment of PHP 20,000.00 in two installments on February 19 and 22, 2016. Mendoza personally received these payments and issued acknowledgment receipts signed by Garcia.[15]

Victoria met Mendoza on multiple occasions to discuss his impending departure to Tokyo. Mendoza also scheduled meetings after following up on his application, explaining that they were awaiting the employer's response.[16]

Testimony of Torres

Through an acquaintance, Torres became aware of Garcia's manpower agency in Valenzuela City, near the BIR office. She also met Mendoza and Garcia regarding employment opportunities in Japan. Garcia introduced herself as the owner of the agency and assured Torres of securing a job for her upon payment of the placement fee. Garcia informed Torres that applicants who settled their payments in advance were prioritized. Also, Torres was informed that she would be working at a farm in Japan, where she would earn JPY 170,000.00 and receive a monthly allowance for her family. [17]

Torres made a PHP 30,000.00 payment in installments to Mendoza, who provided her with acknowledgment receipts bearing Garcia's signature. She also signed a contract with Garcia's pre-signed agreement, with Mendoza and a designated individual named Jennifer Bitangcol (Bitangcol) as witnesses. Baito, a staff member, taught Nihongo to the applicants and assured them of their deployment to Japan. Additionally, Torres identified Canda as the agency's secretary and representative in Japan, and Madera as the one responsible for their visa application. After Garcia went into hiding, Avila assured her that he would take over the agency.[18]

Testimony of Arenas

Arenas narrated that his friend accompanied him to Avila's residence in Malabon City. They were introduced through Baymaxx Agency, where Mendoza and Avila claimed to

be the managing owners. After a month, they offered Arenas a position as a housekeeper in Japan, with a monthly salary of PHP 50,000.00. Benefits such as those extended by Pag-IBIG and the Social Security System would also be provided. Arenas made a total of PHP 45,000.00 installment payments. Mendoza received the payments and issued receipts dated August 9, August 16, October 8, and November 20, 2015. The acknowledgment receipt for the August 9, 2015 payment was signed by Avila. However, the receipts of the following payments on August 16, October 8, and November 20, 2015 were signed by Mendoza.[19]

Testimony of Bartolome

Bartolome met Garcia through her aunt, a friend of Garcia's sister. She visited M.J. Garcia Manpower at Chateau Condominium in Lingunan, Valenzuela, and spoke with Garcia. Garcia then offered a job opening for her as a farm worker in Goshen, a company in Japan, with a monthly salary of PHP 80,000.00 and free lodging. Afterward, Bartolome submitted her resume, National Bureau of Investigation (NBI) clearance, passport, and identification card. She also paid a PHP 40,000.00 processing fee in two installments. Bartolome received pre-signed acknowledgment receipts for each payment.[20]

However, Goshen failed to comply with the requirements for her deployment, so she was transferred to UNO, another Japanese company. UNO offered a PHP 60,000.00 monthly salary, so PHP 15,000.00 of the placement fee was refunded. Bartolome received a pre-signed contract of agreement witnessed by Mendoza and Bitangcol, and was told to await further instructions. However, Garcia went into hiding later on. Bartolome inquired about her placement with Mendoza, who took her to an office in Malinta, Valenzuela City. There, she met Baito, who taught her Nihongo and she paid for the lessons. Mendoza advised her to await deployment. Bartolome visited the office but found that it was closed. She texted Mendoza, who informed her that she could no longer afford the rent. Mendoza offered an update through the Messenger application, but Bartolome asked for a refund as there was no progress on her deployment. Mendoza requested time to deploy others first. Bartolome then discovered that Mendoza was detained at the Valenzuela Police Station so she filed a complaint against her at the police station.[21]

At the trial, Bartolome identified Mendoza and Baito who were involved in her recruitment and nondeployment, with Baito acting as Garcia's secretary. Bartolome affirmed she did not file a complaint against Baito, only against those responsible for her nondeployment.[22]

Testimony of Elizondo

Elizondo received a job offer from M.J. Garcia Manpower Agency through a friend. She visited Garcia's office in Malinta, Valenzuela City, where she met Garcia and Mendoza. Garcia and Mendoza offered her an urgent job as a farm worker in Goshen, Japan, with a monthly salary of PHP 80,000.00. They encouraged her to apply and

inquired about her financial capacity to cover the down payment. Elizondo paid PHP 20,000.00 and Garcia issued an acknowledgment receipt. Mendoza's handwritten note indicated that the remaining PHP 20,000.00 would be paid upon her submission of the visa form application. Despite the absence of a clear signage in Garcia's office, Elizondo applied as there were applicants present. She submitted her passport and NBI clearance to Baito, who subsequently signed a contract of agreement with her.[23]

During the trial, Elizondo presented a photograph of herself, Mendoza, and Baito taken by Torres. Elizondo confirmed that Baito was employed as the agency's secretary and held Nihongo lessons as a side job, which Elizondo enrolled in. Baito permitted Elizondo to pay for the lessons at the conclusion of each session. Elizondo made her second payment of PHP 10,000.00 for her placement fee on October 30, 2015 to Mendoza, who transferred it to Garcia. She received another acknowledgment receipt signed by Garcia. On January 22, 2016, she made her final payment of PHP 10,000.00 to Baito, who handed it over to Mendoza. She received another pre-signed acknowledgment receipt with Mendoza's handwritten note stating "full payment." In total, Elizondo paid PHP 40,000.00 as processing fee.[24]

Mendoza advised Elizondo to wait for six months for her deployment. During this period, Elizondo sought updates from Baito but the latter deactivated her Facebook account. She also received updates from Mendoza but learned about her arrest in the news. Consequently, Elizondo filed a complaint at the Valenzuela Police Station. Elizondo described Madera as an office secretary but was uncertain whether she was an employee. Madera explained the duties of a vegetable or fruit picker to her in anticipation of her deployment. Meanwhile, Canda introduced herself as a broker for Japanese employers and assured them of their departure for Japan. When the office in Chateau Condominium closed, another office opened in Malinta, Valenzuela City, near the BIR office. When that office closed as well, the agency continued operations at Avila's residence. When Garcia went into hiding, Mendoza informed them that Avila would hold their applications and instructed them to submit their passports to her.[25]

Testimony of Urayani

Urayani learned about M.J. Garcia Manpower Agency through a Facebook friend. He visited the agency's office near the BIR office in Valenzuela City. The office had no signages but Garcia's name was on the door. Mendoza informed Urayani that Garcia owned the agency. Baito was also present during their meeting. Urayani inquired about potential Japan deployments and was told that they needed farmers who will be given a monthly salary of PHP 70,000.00, excluding overtime. Mendoza and Baito, dressed in uniforms, entertained applicants. They mentioned that only three slots were left and required a payment of PHP 40,000.00 as processing fee. Urayani paid the processing fee and received an acknowledgment receipt signed by Garcia, who was absent from the meeting. He also signed a visa form. While waiting for his deployment, Urayani took Nihongo lessons being given by Baito. He paid Baito after completing the lessons. Six months later, Urayani felt uneasy because his follow-ups with Baito and Mendoza were unsuccessful. They cited the Japanese employer's problems regarding his

nondeployment.[26]

After a year, Urayani, feeling apprehensive, approached Mendoza to request a refund of the processing fee. Mendoza asked him to wait as they were fixing the problem. Urayani later on visited the agency's office but no one was there. He then called Mendoza, who invited him to meet with her. Urayani, along with Torres, Elizondo, and other applicants met Mendoza at her house in Balangkas. Mendoza explained that they were deceived by Garcia, who had departed from the agency. Urayani suggested filing a case against Garcia, but Mendoza declined due to potential problems. Afterward, they were informed that Avila would instead process their applications. Later on, they met at Avila's house in Baguio. Mendoza informed them that Avila was in charge of the group in Baguio and they would no longer pay for anything while Avila was processing their deployment. Mendoza would get a percentage from their applications and return it. Despite Mendoza's efforts, a year has passed without any progress. Urayani then advised his fellow applicants to seek assistance from the NBI and Raffy Tulfo. They investigated the agency's legitimacy through the POEA and discovered that it was fraudulent. Consequently, they filed charges against the accused individuals at the NBI.[27]

Testimony of Lorenzo

Lorenzo met Garcia through a common friend and was invited to apply at her manpower agency. There were no job postings at the office despite its amenities. Garcia presented a list of approximately 500 applicants. The agency employed three individuals: Garcia, Mendoza, and Baito. Garcia introduced herself as the owner, while Mendoza served as the secretary. They offered her a choice between a housekeeping job or farm work in Japan. Lorenzo opted for the farm work due to the higher salary and complimentary food and lodging. Garcia and Mendoza demanded a PHP 30,000.00 application fee, which she deposited in Garcia's account. Mendoza then issued an acknowledgment receipt signed by Garcia.[28]

On October 29, 2015, Lorenzo paid the remaining PHP 10,000.00 to Mendoza, who provided her with another acknowledgment receipt bearing Garcia's signature. Lorenzo also submitted a visa application form. Mendoza informed her that there were no more slots for the farm work and she signed another visa application for the housekeeping work. Mendoza promised a refund of PHP 15,000.00 since the housekeeping work paid less. Despite two years of updates, Lorenzo was never deployed. Lorenzo called the agency repeatedly, but no one answered. She visited the office but found it closed. Lorenzo contacted Edloy, who contacted Mendoza. When Mendoza answered, they were instructed to proceed to Avila's residence. Mendoza explained that Garcia had embezzled their funds, leading her to transfer to another agency, and the financier would handle their deployment. Still, Mendoza promised to return their money once an applicant departed for Japan. Lorenzo remained patient but was eventually informed that Mendoza had been arrested. She later on filed a complaint against her at the local police station.[29]

Testimony of Edloy

Edloy visited an unnamed agency in Malinta, Valenzuela, where Mendoza and Garcia represented that they had workers deployed to Japan with high salaries. They offered her a housekeeping job in Tokyo with a salary range of PHP 70,000.00 to PHP 80,000.00, and assured her a five-month period for deployment. Upon completion of the deployment, she could return to the Philippines or allow her family to visit her in Japan. Convinced, Edloy paid PHP 30,000.00 to Garcia, and PHP 10,000.00 to Mendoza, receiving acknowledgment receipts from Garcia. She waited for monthly updates until she ceased contacting Mendoza.[30]

After a year, Edloy informed Mendoza of the withdrawal of her application and asked for her passport. However, Mendoza discouraged her, stating that they were only awaiting an update from their broker. Edloy persisted in her request for a refund, but Mendoza revealed that Garcia had embezzled their funds, rendering the return impossible. Mendoza then introduced Edloy to Avila, a new financier from the United States who would assume Garcia's role. She also informed Edloy about their establishment of a new office in Balangkas, Valenzuela City. Despite Edloy's payment to Avila, who would cover their expenses, she has yet to receive a refund. She applied again for deployment but endured a two-year hiatus without any progress. Afterward, she learned that Mendoza had been arrested.[31]

Testimony of Rioveros

Rioveros testified that his wife's cousin provided him with a flyer of International Global Manpower Agency/Services, which he contacted. He spoke with Mendoza, a recruiter of workers abroad. They agreed to meet at her residence in Balangkas, Valenzuela. Mendoza extended an offer to him for a housekeeping position at the Lion Mansion Hotel in Tokyo, Japan, with a monthly compensation range of PHP 70,000.00 to PHP 80,000.00. Rioveros submitted his application and paid a processing fee of PHP 38,000.00 directly to Mendoza. She then issued acknowledgment receipts on behalf of Avila, who was allegedly still in Japan. Rioveros signed a contract with Garcia's signature and Mendoza as a witness. He also received training on bed sheet maintenance in Baguio at Avila's facility. Avila informed Rioveros that he was responsible for communicating with individuals in Japan for immediate deployment. After the training, Rioveros was instructed to wait. He visited Mendoza's residence every month, but she was consistently advised to continue waiting. Rioveros endured a three-year wait until he became aware of Mendoza's arrest.[32]

Testimony of Gonzales

Gonzales learned about the recruitment agency from her nephew, Cejoco, who told her that its owner, Avila, facilitated the employment abroad of Cejoco's fraternity brother. Gonzales then visited Avila's house in Balangkas, Valenzuela City, and spoke with Mendoza. Mendoza disclosed to Gonzales that applicants who paid the PHP 45,000.00 placement fee were deployed immediately to work as farm workers in Japan. The monthly salary was PHP 60,000.00 to PHP 70,000.00 with free board and lodging. Gonzales settled the fee in two installments, received acknowledgment receipts signed

by Mendoza on behalf of Avila, submitted her passport and NBI clearance, and then she was told to wait. After a year, she contacted Mendoza and met Avila, who introduced himself and explained their company's process of applying for a license with the POEA. Mendoza was also present at the meeting, while the other attendees were no longer identified.[33]

Testimony of Concepcion

Concepcion, a cousin of Gonzales, became aware of Baymaxx Agency through his nephew, Cejoco, who accompanied him to Avila's residence. He then encountered and transacted with both Mendoza and Avila. They informed Concepcion of the needed personnel to be deployed to Japan. Avila represented himself as the contract holder with Japanese employers, while Mendoza collected the processing fee. Mendoza offered Concepcion a farm job in Japan with a monthly salary ranging from PHP 60,000.00 to PHP 80,000.00. Concepcion placed his trust in Mendoza and Avila due to Cejoco's familiarity with them. He remitted the PHP 45,000.00 application fee in three installments, and Mendoza issued acknowledgment receipts on behalf of Avila. Concepcion later on signed a contract with Mendoza and Avila, but he asserted that Garcia's signature was included, while Mendoza signed as a witness. Despite numerous meetings, the deployment never materialized. Concepcion visited the POEA to ascertain the agency's legitimacy but was issued a certification indicating that it lacked a license. He filed a complaint afterward.[34]

Testimony of Cejoco

Cejoco alleged that Avila, his fraternity brother in the Valenzuela City Chapter of Alpha Phi Omega Fraternity, posted about a job opportunity in Japan on a group chat. Avila allegedly owned Baymaxx Agency and promised Cejoco a monthly salary of PHP 60,000.00 to PHP 70,000.00 for farm or housekeeping work in Goshen and Ohno companies in Japan. Cejoco invited his family members to apply, and John Paul, his brother, paid PHP 45,000.00. However, John Paul passed away, and Avila suggested that Cejoco take his place. Cejoco submitted his requirements, and they met with Mendoza and Avila at their temporary office. Mendoza and Avila instructed Cejoco to wait for his processed papers in Japan. Cejoco followed up with Avila through Messenger but was informed to wait. After no progress was made, Cejoco filed a complaint with the NBI. He confirmed that Mendoza signed the acknowledgment receipts issued to his brother on behalf of Avila.[35]

Testimony of Talagtag

Talagtag's testimony was dispensed with after the prosecution and the defense agreed and stipulated that: (1) Talagtag was authorized to appear by the POEA being a senior employee of its licensing office; and (2) Mendoza, Madera, Baito, Garcia, Avila, and Canda were neither licensed nor authorized by POEA to recruit workers for overseas employment. In addition, Goshen Capital Resources, Baymaxx, M.J. Garcia Manpower Agency, and Ohno Group of Companies were not licensed or authorized by POEA to

recruit workers for overseas employment.[36]

The prosecution then rested its case and formally offered its exhibits.[37]

Version of the Defense

Testimony of Mendoza

Mendoza met Garcia, a friend of her cousin and a customer in her online business, through a Facebook post about M.J. Garcia Manpower Agency's job postings in Japan. She applied and Garcia assured her of the agency's legitimacy and contact with two brokers in Japan. Mendoza trusted Garcia since she knew her relative. While awaiting her deployment, Garcia offered her a staff position, which she accepted to monitor her application. She paid PHP 25,000.00 as processing fee, which Garcia acknowledged. A year later, Mendoza's application remained unprocessed. She also noticed applicants becoming furious and following up. Garcia replied that Ludelyn Dela Cruz, one of her brokers, was avoiding her. Afterward, Garcia's office visits decreased and she never showed up. Mendoza tried contacting her through her mobile number and Facebook, but to no avail. She then contacted Avila, whom she had seen in the office. She also asked Avila to explain to the applicants that Garcia had gone into hiding and that Avila would replace Garcia in negotiating with the brokers. Avila agreed to help Mendoza.[38]

Further, Mendoza denied encouraging applicants to apply. She explained the job application process in Japan as Garcia ordered her to do. She admitted to receiving money from applicants but insisted she immediately handed it to Garcia. On cross-examination, Mendoza confirmed she never received a salary nor commission from processing fees from Garcia, only meal and transportation allowances.[39]

Testimonies of Madera, Baito, and Nable

Madera and Baito denied any involvement in Garcia, Avila, and Canda's business and claimed to be applicants themselves. Baito alleged that she only taught Nihongo lessons for Garcia's payment of her placement fee. On the other hand, Nable testified that she was also one of the victims of Garcia. She met Garcia at her previous work at the administration office where Garcia used to live. Garcia encouraged her to apply, but despite her payment, no action was taken on her application. She further testified that Baito had no involvement in Garcia's activities.[40]

With the conclusion of Nable's testimony, the defense rested its case. The defense then formally offered its exhibits.[41]

Ruling of the RTC

In a Joint Decision[42] dated May 4, 2020, the RTC convicted Mendoza for large scale illegal recruitment and simple illegal recruitment. However, Madera and Baito were

acquitted for the offenses charged against them as the prosecution fell short of the required proof to support a conviction.[43]

The dispositive portion of the RTC Joint Decision reads:

> WHEREFORE, premises considered judgment is hereby rendered to wit:
>
> In Crim. Case No. 2168-V-18, the Court finds the accused Elizabeth Espiritu Mendoza GUILTY beyond reasonable doubt of the crime of Violation of Section 6 of Republic Act No. 8042 as amended by Republic Act No. 10022 (Large Scale Illegal Recruitment) and is hereby sentenced to suffer the penalty of Life Imprisonment and to pay a FINE of Two (2) Million Pesos.
>
> Meanwhile, accused Jocelyn Madera and Emelda Baito are ACQUITTED of the offense charged on reasonable doubt. Consequently, the Jail Warden of the Valenzuela City Jail and the Jail Warden of Baguio City Jail are directed to release Emelda Baito and Jocelyn Madera from their respective custody unless they are being held for some other legal and lawful cause.
>
> In Crim. Case No. 2169-V-18[,] the Court finds Elizabeth Espiritu Mendoza GUILTY beyond reasonable doubt of the crime of Violation of Section 6 of Republic Act No. 8042 as amended by Republic Act No. 10022 and sentenced to suffer the penalty of Twelve (12) years and One (1) day to Fourteen (14) years and to pay a FINE of One (1) Million Pesos.
>
> In the meantime, these cases will be Archived insofar as the other accused [Gemma Jamito Garcia, Nicanor Avila and Marilyn Bucong Canda] who remain at large, are concerned.
>
> SO ORDERED.[44]

As such, Mendoza appealed to the CA. In her Appellant's Brief[45] dated March 31, 2022, she insisted that the prosecution failed to establish her guilt by proof beyond reasonable doubt. Mendoza pointed out that there was no documentary evidence showing that she promised Victoria, et al. that they would be employed abroad.[46] Further, the acknowledgment receipts presented by the prosecution did not indicate her name, nor did they bear her signature; only the name or signature of either Garcia or Avila appeared in those receipts.[47] The prosecution also failed to establish that Mendoza represented herself as the owner of the recruitment agency. The testimonies from Victoria, et al. indicate that she was merely an employee of the agency.[48]

Ruling of the CA

In a Decision[49] dated October 26, 2023, the CA denied the appeal, disposing it as follows:

> **WHEREFORE**, the appeal is **DENIED**. The Joint Decision dated May 4, 2020 of the Regional Trial Court, National Capital Judicial Region, Branch 171, Valenzuela City, in Criminal Case Nos. 2168-V-18 and 2169-V-18, is hereby **AFFIRMED** with the following modification in that, in Criminal Case No. 2169-V-18, the Court finds accused Elizabeth Espiritu Mendoza GUILTY beyond reasonable doubt of the crime of Violation of Section 6 of Republic Act No. 8042, as amended by Republic Act No. 10022, and sentenced to suffer the penalty of twelve (12) years and one (1) day to twenty (20) years and to pay a FINE of One Million Pesos.
>
> **SO ORDERED.**[50] (Emphasis in the original)

Hence, Mendoza appealed[51] before this Court, seeking a reversal of her conviction.

Issue

The issue for the Court's resolution is whether the CA erred in affirming Mendoza's conviction for large scale illegal recruitment and simple illegal recruitment.

Ruling

The appeal is unmeritorious.

Republic Act No. 8042, as amended by Republic Act No. 10022, expanded the coverage of acts classified as illegal recruitment under Presidential Decree No. 442, as amended, otherwise known as the Labor Code of the Philippines:[52]

> Section 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, 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[.]

To sustain a conviction for illegal recruitment, the following elements must be present: (a) the offender has no valid license or authority required by law to enable one to lawfully engage in the recruitment and placement of workers; and (b) the offender undertakes any of the activities within the meaning of recruitment and placement defined in Article 13(b) of the Labor Code, or any of the prohibited practices enumerated under Section 6 of Republic Act No. 8042, as amended. Verily, it is the absence of the necessary license or authority to recruit and deploy workers abroad that renders the recruitment activity unlawful.[53]

Large scale illegal recruitment, on the other hand, has three elements that must be present to sustain a conviction: (1) the offender has no valid license or authority required by law to enable lawful engagement in recruitment and placement of workers; (2) the offender undertakes any of the activities within the meaning of "recruitment and placement" under Article 13(b) of the Labor Code, or any of the prohibited practices enumerated under Article 34 of the said Code (now Section 6 of Republic Act No. 8042); and (3) the offender committed the same against three or more persons, individually or as a group.[54]

As ruled by the trial court and the appellate court, the elements of both crimes are present in this case. The records show that the POEA issued a Certification proving that Goshen Capital Resources, Baymaxx, M.J. Garcia Manpower Agency, and Ohno Group of Companies, where Mendoza was involved, were not licensed or authorized to recruit workers for overseas employment.[55]

Additionally, another Certification was issued by the POEA which states that Mendoza, et al., in their personal capacities, were also not licensed or authorized to recruit workers for overseas employment.[56]

Despite the absence of a license or authority, the evidence indicates that Mendoza, et al. gave Victoria, et al. the impression that they could send them abroad for work. Therefore, the first element of the offense of illegal recruitment has been clearly established by the prosecution.

Even without any authority, Mendoza still engaged in recruitment activities by offering and promising jobs, and collecting placement fees as testified to by Victoria, et al. Thus, the second element of the crime is present. Article 13(b) of the Labor Code reads:

> Article 13. *Definitions*. —
>
> . . . .
>
> (b) "Recruitment and placement" refers to any act of canvassing, enlisting, contracting, transporting, utilizing, hiring, or procuring workers, and includes referrals, contract services, promising and advertising for employment locally or abroad, whether for profit or not: Provided, That any person or entity which, in any manner, offers or promises for a fee employment to two or more persons shall be deemed engaged in recruitment and placement[.]

In simple terms, illegal recruitment is committed by persons who, without authority from the government, give the impression that they have the power to send workers abroad for employment purposes,[57] as in this case.

Through her acts, Mendoza successfully persuaded Victoria, et. al. to apply for work in Japan, and pay the placement fees despite lacking the required license or authority to

engage in recruitment activities. She explained the process for applying in Japan, induced or enticed Victoria, et al. with attractive salaries and benefits. In return, she accepted placement fees from them. Thus, Mendoza's contention that she was merely an applicant herself and acted only upon instructions of Garcia and Avila does not persuade.

Anent the third element for large scale illegal recruitment, Mendoza committed illegal recruitment against three or more persons, namely, Victoria, Torres, Arenas, Bartolome, Elizondo, Urayani, Lorenzo, Edloy, Rioveros, Gonzales, Concepcion, and Cejoco.

The CA reproduced the testimonies of the 12 witnesses from the Appellee's Brief,[58] as highlighted by the Office of the Solicitor General, which established that Mendoza committed large scale illegal recruitment:

> [*Testimony of Victoria*]
>
> Q. Mr. Witness, you said that the processing fee will be for overseas employment, how will you be deployed Mr. Witness with regard to which?
> A. They told me that I will be hired directly in Japan.
> Q. Who told [sic] that you will [be] directly hired?
> A. [Mendoza], sir.
>
> . . . .
>
> Q. Mr. Witness, you said you were encouraged by [Mendoza] with reference to number seven of your [*sinumpaang salaysay*], you were encouraged. What did she tell you?
> A. She told me "*madalin ninyo na ang pag-aaplay dahil konti nalang* slot *baka hindi kayo makasama,*" *iyon po ang sinabi niya sa akin kaya ako po magmadali na din magbigay ng hinihingi niya sa akin*.
>
> . . . .
>
> Q. Going back to the offer, what job was promised to you?
> A. Housekeeping, sir.
> Q. How much is the salary?
> A. According to [Mendoza] our starting salary is sixty thousand.
> Q. You said that the employment will be in Japan, specifically where in Japan, Mr. Witness?
> A. According to [Mendoza] is [sic] Tokyo, Japan[,] and the hotel is Lion Mansion Hotel.
>
> . . . .
>
> Q. In what capacity did [Mendoza] represent the office to convince you that they are part of the office and they could deploy to Japan?

A. Because of what they promised to us of [sic] good work and a good salary.

. . . .

Q. How did you know that she was part of that office?
A. Because she is the one who stand [sic] as the head of the office.

. . . .

Q. To whom did you give the money, the first payment on February 19, and the second payment on February 22, who received the money?
A. [Mendoza], Your Honor.
Q. Personally?
A. Yes, Your Honor.

. . . .

Q. Who gave you that acknowledgment receipt?
A. [Mendoza].[59]

[*Testimony of Torres*]

Q. To whom did you speak at the time you proceeded to that agency, Ms. Witness?
A. [Mendoza] and [Garcia].
Q. More specifically, what did you discuss at the time you [proceeded] there?
A. I inquired from them regarding the work in Japan and it was [Garcia] who told me that there is a sure job in Japan for as long as we will pay the placement fee.

. . . .

Q. Do you remember when you made those payments?
A. On August 2015, I paid ten thousand.

. . . .

Q. But with whom did you make this payment?
A. [Mendoza].

. . . .

Q. How about the next payment do you remember when did you make the second payment?
A. September 2015, sir.

. . . .

Q. To whom did you make the payment?
A. [Mendoza].

. . . .

Q. How about the next payment, do you remember when you made that next payment?
A. October 2015, sir.

. . . .

Q. And to whom did you make the payment?
A. [Mendoza].[60]

[*Testimony of Arenas*]

Q. By accused you mean the two accused you mentioned?
A. Yes, Your Honor. [Mendoza] and [Avila].
Q. You were able to talk with them personally?
A. Yes, sir.
Q. What did the two accused told [sic] you about the matter that you talked to us [about]?
A. They promised us that we will be going abroad on that year but it did not happen.

. . . .

Q. Mr. Witness, your [sic] accused [Avila] and [Mendoza], specifically[,] what did [Mendoza] [sic] what was her participation in this case against you?
A. She was the one who took the first initial payment.

. . . .

Q. The payment is for what?
A. Processing fee.

. . . .

Q. Mr. Witness, [I am] showing to you an acknowledgment receipt provisionally marked as Exhibit B-1 dated October 8, 2015, is this the receipt that you are referring to?
A. Yes, sir this is the one.
Q. Who issued the receipt to you, Mr. Witness?

A. [Mendoza], sir.

. . . .

Q. Mr. Witness, I am showing [to] you another receipt dated August 16, 2015, would you confirm if this is a receipt which was issued to you?
A. Yes, sir.
Q. Who made [sic] the signature?
A. [Mendoza], sir.

. . . .

Q. Mr. Witness, I am showing to you another receipt provisionally marked as B-3, is this one of the receipts that you are referring to?
A. Yes, sir.
Q. There appears the same as for Nick Avila III, whose signature is that?
A. [Mendoza].
Q. It says here for [Avila] but the signature was made [sic] by [Mendoza]?
A. Yes, sir.[61]

[*Testimony of Bartolome*]

Q. You said that you are accusing [Mendoza]?
A. Yes.
Q. What was the participation of [Mendoza] in this case?
A. When the time that [Garcia] haven't [sic] appeared because they [were] supposed to return the fifteen thousand pesos, but [Garcia] stopped communicating with us so [Mendoza] is the one who handled and take over [sic] the agency.

. . . .

Q. But with regards [sic] to the taking over that you said[,] what do you mean exactly by that by Mendoza taking over?
A. She is the one updating us regarding my application.[62]

[*Testimony of Elizondo*]

Q. When you arrived there[,] who did you talk to?
A. [Garcia] and [Mendoza].

. . . .

Q. [Garcia] and [Mendoza] talked to you at that time, what did they tell you or what did the three of you talk about?
A. They informed me that [sic] the hiring for [Goshen] urgent hiring [sic].

. . . .

Q. It's just near the vicinity. Ms. Witness what was the representation of [Garcia] and [Mendoza] knowing that this was the first time that you talked to them?
A. [Garcia] introduced herself as the general manager of the agency while [Mendoza] introduced herself as the operation manager who takes charge in the absence of [Garcia].
Q. They told you about those things personally?
A. Yes, sir.
Q. Ms. Witness, you said that the three [sic] talked during that time, what exactly were the words of both [Garcia] and [Mendoza] which they told you relative to your transaction with them?
A. They encouraged me to apply since the application is urgent they told me if I already have the money I should make the down payment for the processing fee of my documents.

. . . .

Q. Ms. Witness, you remember having made payments right, do you remember how much did you pay all all [sic] in all with regards to your transaction?
A. Forty thousand, sir.

. . . .

Q. And you made these payments directly to who?
A. To [Mendoza], same *iyong payment ko po is kay* [Mendoza] *at saka si* [Garcia] *po yong pinagabutan ko pong pera*.
Q. This is the last payment, right?
A. Yes, sir.
Q. To whom did you give this exactly?
A. *Pinadaan ko po kay* [Baito] *bago po nakarating kay* [Mendoza], *siya po iyong nagresib*.

. . . .

Q. So this is the second receipt?
A. Yes, sir.
Q. To whom did you make this payment, Ms. Witness?
A. [Mendoza], sir.

. . . .

Q. Ms. Witness, after you made these payments, what happened next?
A. *Ang sabi po bilisan ko daw po iyong kakulangan para po maiproseso daw po iyong application ko papuntang Japan malilinya na po ako at*

maghintay na lang daw po ako ng anim na buwan para makaalis na daw po ako.

Q. So you waited for six months?
A. Yes, sir.
Q. Who told you that?
A. [Mendoza], sir.[63]

[*Testimony of Urayani*]

Q. To whom did you talk during that time?
A. [Mendoza], sir.
Q. Only her?
A. *Kasama si* [Baito] *at saka meron pong iba, hindi ko lang masabi ngaun* [sic] *kasi hindi ko alam ang pangalan.*

. . . .

Q. And what [was] their representation?
A. *Ang sabi ay nangangailangan nga sila ng* farmers *sa* Japan.

. . . .

Q. How much did you pay?
A. [PHP] 40,000.

. . . .

Q. To whom did you make this payment?
A. [Mendoza].

. . . .

Q. During that time, to whom were you speaking? To whom were you making those follow up?
A. *Kadalasan si* [Mendoza], sir.

. . . .

Q. After all those waiting, what happened?
A. *Nung lumagpas na ng isang taon, medyo kabado na ko na wala ng mangyayari sa application ko. Nagsabi ako kay* [Mendoza] *na i-withdraw ko na yung pera ko ay ayaw ko ng umalis. Sabi niya mahintay* [sic] *hintay lang kayo at maayos na rin yung problema.*[64]

[*Testimony of Lorenzo*]

Q. How many personnel were there?

A. There were three (3) of them when I applied.
Q. Three (3) of them, you mean whom?
A. [Garcia], [Mendoza][,] and [Baito].
Q. And [Garcia] represented that she is the owner?
A. Yes, sir.
Q. Ms. Witness, you said that when you were promised employment, you spoke to both [Garcia] and [Mendoza]. What exactly did they tell you, Ms. Witness? If you would remember the exact words.
A. They offered me [a] job in Japan, one for housekeeping and the other is [sic] for a farm.

. . . .

Q. Ms. Witness, who issued this this [sic] receipt to you?
A. [Mendoza].

. . . .

Q. Ms. Witness, again, to whom did you make the payment under this receipt?
A. I handed the [PHP] 10,000 to [Mendoza].[65]

[*Testimony of Edloy*]

Q. Let's proceed to your *Sinumpaang Salaysay*. Ms. Witness, you mentioned that you were promised/offered overseas employment in Japan. Who discussed this with you Ms. Witness?
A. [Mendoza] and [Garcia].
Q. Jointly?
A. Yes, sir. *Opo sila po*.

. . . .

Q. And where exactly in Japan will you be deployed just in case Ms. Witness?
A. Tokyo according to them.
Q. For what job?
A. Housekeeping.
Q. And who was making the promise?
A. *Sila po. Si* [Mendoza] *at si* [Garcia].

. . . .

Q. How much did you pay all in all Ms. Witness?
A. [PHP] 40,000.

. . . .

Q. Who issued to you this receipt since the payment was made through the bank?
A. [Mendoza] gave the Acknowledgment Receipt to me but [Garcia] was also present in the office at that time.

. . . .

Q. And why did she not give this to you? Why is that she did not issue this receipt to you personally [sic]?
A. [Garcia] was present but the one who was [in charge of] the paper [sic] was [Mendoza].

. . . .

Q. And to whom was this [PHP] 10,000 given?
A. To [Mendoza].
Q. And who issued these receipts?
A. [Mendoza], sir.[66]

[*Testimony of Rioveros*]

Q. In No. 3 of your [*Sinumpaang Salaysay*], you mentioned that you were offered of an [sic] employment, by whom specifically, Mr. Witness?
A. [Mendoza], Sir.
Q. And when you talked to [Mendoza], what was her representation to you?
A. She asked me if I wanted to work abroad.
Q. And how did she introduce herself to you?
A. According to her she is a recruiter of workers abroad.
Q. How were you able to know that she is a recruiter, Mr. Witness?
A. Because the cousin of my wife gave me a flyer.

. . . .

Q. And whom you [sic] were able to talk to when you made that call?
A. [Mendoza], Sir.

. . . .

Q. Mr. Witness when you went to [Mendoza] what was her representation to you?
A. She said she was the recruiter.

. . . .

Q. What else aside from the money?

A. Requirements such as passport.
Q. And who required you to submit this?
A. [Mendoza].
Q. And how about the money, who required you to make a payment?
A. [Mendoza].
Q. And the purpose of that payment will be for what?
A. As processing fee for immediate deployment.

. . . .

Q. So Mr. Witness, in these two (2) receipts that I have shown to you, to whom did you give the money?
A. To [Mendoza].

. . . .

Q. So all the convincing really came from [Mendoza].
A. Yes, ma'am.
Q. [Avila] was just mentioned by [Mendoza].
A. Yes, ma'am.
Q. As well as [Garcia] and [Canda].
A. Yes, ma'am.
Q. But all the [transactions] that you did [were] with [Mendoza]?
A. Yes, ma'am.[67]

[*Testimony of Gonzales*]

Q. So, Ms. Witness let us proceed with your [*Sinumpaang Salaysay*]. In No. 6 of your [*Sinumpaang Salaysay*] you mentioned of [sic] a promise of employment or deployment, who said so?
A. [Mendoza].
Q. So when you spoke with [Mendoza], who did she represent herself to you?
A. She did not say anything but I know that she was the one who received the money.
Q. So Ms. Witness when she said [the] promise of employment, what were the words that she told to you exactly, if you could remember?
A. *Ang sabi niya lang po kung maibibigay naming lahat iyong* placement fee *makaka-alis daw po kaagad*.
Q. And what [sic] you mean to say that *makaka-alis daw po agad*, you are referring to what Ms. Witness?
A. *Yong pag-aaply po naming* for Japan.

. . . .

Q. So how much did you pay?
A. [PHP] 45,000.

. . . .

Q. Ms. Witness I am showing to you a receipt for [PHP] 30,000 dated November 28, 2015, how could you sad that this is yours?
A. I signed it. I have my signature.
Q. And who issued this receipt?
A. [Mendoza].
Q. [Mendoza]?
A. Yes, sir.
Q. And to whom did you make this payment?
A. To her, sir.

. . . .

Q. To whom did you make the payment for this [PHP] 15,000, Ms. Witness?
A. To [Mendoza].
Q. So Ms. Witness, aside from that what other documents were required of you, if any?
A. I submitted the requirements, like the NBI clearance and passport.
Q. And to whom did you give those documents?
A. To [Mendoza].

. . . .

Q. Aside from accepting money for [Avila], what other acts did [Mendoza] did [sic] for you to say that she is a "*kasabwat*" or in conspiracy?
A. She made us fill up an application form.
Q. Did she make representation that she is part of the office; that she is part of that office and under the employ of [Avila]?
A. I do not know her specific position in that office. What I know [is] that she is the one who [entertained] the applicants in that office.[68]

[*Testimony of Concepcion*]

Q. Let's go to your affidavit, Mr. Witness. In your affidavit[,] you said that you were recruited to be deployed to Japan as a farm worker. Who discussed this [with] you, specifically?
A. Both of them, [Mendoza] and [Avila].

. . . .

Q. And Mr. Witness, at the time that they offered you this farmer job, you said both of them? And what was their representation to you when they discussed this [with] you?

A. [Mendoza] was the one who [collected] money while [Avila] was the one who [was] in contact with the Japanese.
Q. And Mr. Witness, what exactly were their words to you at the time they were trying to recruit you?
A. That they were in need of persons to be deployed in Japan. There is an age bracket.

. . . .

Q. Mr. Witness, let's have these receipts one by one. Mr. Witness, in this Acknowledgment Receipt for [PHP] 10,000.00 to whom did you make payment?
A. *Kay* [Mendoza].

. . . .

Q. Mr. Witness, let's go to another acknowledgment receipt for [PHP] 25,000.00, Mr. Witness, to whom did you make this payment?
A. [Mendoza] *din po*.

. . . .

Q. Let's go to the third receipt, Mr. Witness, for [PHP] 10,000.00 to whom did you make this payment?
A. [Mendoza].[69]

[*Testimony of Cejoco*]

Q. So what was your impression of the participation if [sic] [Mendoza] in the company?
A. *Ang pakilala ni* [Mendoza] *parang* secretary *lang siya pero para sakin sr* [sic] *kung secretary ka lang sa pagtanggap ng pera kasi ang n[an]gyari pag nag-aabot kami ng bayad diretso niyang nilalagay sa bag niya* that time. *Yon ang ang* [sic] *pagkakatanda ko noong nag-aaply kami. Pagbigay naming sa kanya ng bayad direkta nilalagay niya sa* bag *niyang pera. Tapos yong* documents *ilalagay niya sa cabinet, ipapa-file niya raw. So doon pa lang may parang doubt na ako na hindi lang siya ordinaryong secretary or empleyado ni* [Avila]. *Siguro sa* amount *na tinatanggap nila baka meron siyang porsiyento o hatian. Hindi ko lang sigurado pero and pinaka-natatandaan ko lang kada tanggap niya yong pero diretso niya nilalagay sa bag niya, siya ang nagse-secure ng pera.* [70]

Clearly, the testimonies of the prosecution witnesses and their allegations against Mendoza were firm and credible. Mendoza claimed to be representing Japanese employers seeking workers from the Philippines. She induced and enticed Victoria, et al. to apply by highlighting the high salaries and attractive benefits supposedly offered

by foreign employers. Additionally, Mendoza created a sense of urgency by emphasizing the limited availability of such employment opportunities. She either independently or in collaboration with Garcia and Avila collected processing fees and presented herself as the managing owner of the supposed recruitment agency. Evidently, Mendoza was not an ordinary employee of the recruitment agency that she was representing.

Therefore, considering the totality of the evidence, the Court finds no cogent reason to depart from the findings of the RTC and the CA in ruling that Mendoza committed large scale illegal recruitment and simple illegal recruitment.

On the other hand, Mendoza's defense of denial by stating that she was merely complicit in the crimes committed by Garcia and Avila cannot prosper. The categorical statements of the private complainants prevail over the bare denial of an accused.[71] The Court has ruled that "alibi and denial, if not substantiated by clear and convincing evidence, are negative and self-serving evidence undeserving of weight in law."[72] To stress, the defense of denial and alibi should be considered with suspicion and always received with caution, not only because it is inherently weak and unreliable, but also because it is easily fabricated and concocted.[73]

Finally, the trial court's evaluation of the credibility of witnesses is entitled to the highest respect and will not be disturbed on appeal considering that the trial court was in a better position to decide such question, having heard the witnesses themselves and observed their deportment and manner of testifying during the trial.[74] The absence of any showing that the trial court overlooked certain facts of substance and value that, if considered, might affect the result of the case, or that its assessment was arbitrary, impels the Court to defer to the trial court's determination according credibility to the prosecution evidence.[75]

In conclusion, the Court finds no compelling reason to overturn the finding of the courts *a quo* that all the elements for large scale illegal recruitment and simple illegal recruitment are present in this case.

As regards the imposable penalties, the Court modifies the penalty imposed by the RTC and affirmed by the CA against Mendoza for large scale illegal recruitment in Criminal Case No. 2168-V-18. It has been held that an appeal in criminal cases opens the entire case for review, and it is the duty of the reviewing tribunal to correct, cite, and appreciate errors in the appealed judgment whether they are assigned or unassigned. The appeal confers the appellate court full jurisdiction over the case and renders such court competent to examine records, revise the judgment appealed from, increase the penalty, and cite the proper provision of the penal law.[76]

Section 7 of Republic Act No. 10022 modified the imposable penalties for large scale illegal recruitment:

> Section 7. *Penalties*. —
>
> (a) Any person found guilty of illegal recruitment shall suffer the penalty of imprisonment of not less than twelve (12) years and one (1) day but not more than twenty (20) years and a fine of not less than One million pesos ([PHP] 1,000,000.00) nor more than Two million pesos ([PHP] 2,000,000.00).
>
> (b) The penalty of life imprisonment and a fine of not less than Two million pesos ([PHP] 2,000,000.00) nor more than Five million pesos ([PHP] 5,000,000.00) shall be imposed if illegal recruitment constitutes economic sabotage as defined therein.
>
> 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[.]

Upon review of the CA's Decision, the Court deems it proper to increase the fine imposed in Criminal Case No. 2168-V-18 from PHP 2,000,000.00 to PHP 5,000,000.00. Further, Section 7(b) of the same law provides that the maximum penalty shall be imposed if the act was committed by a nonlicensee or nonholder of authority. Here, it was proven that Mendoza is a nonlicensee or nonholder of authority to engage in recruitment activities, thus meriting the imposition of the maximum amount of fine. [77]

Anent the proper penalty that should be imposed on Mendoza for simple illegal recruitment, the Court affirms the CA's modification of the penalty, after it applied the afore-quoted provision of law. Thus, the maximum penalty for simple illegal recruitment was correctly meted on Mendoza since she was shown to be a nonlicensee or nonholder of an authority to engage in recruitment activities for overseas employment.

ACCORDINGLY, the appeal is **DENIED**. The Decision dated October 26, 2023 of the Court of Appeals in CA-G.R. CR-HC No. 15280 is **AFFIRMED WITH MODIFICATION**. Accused-appellant Elizabeth Espiritu Mendoza is:

1. **GUILTY** beyond reasonable doubt of large scale illegal recruitment in violation of Section 6 of Republic Act No. 8042, as amended by Republic Act No. 10022, in Criminal Case No. 2168-V-18, and is sentenced to suffer the penalty of life imprisonment and **ORDERED** to **PAY** a fine of PHP 5,000,000.00; and

2. **GUILTY** beyond reasonable doubt of simple illegal recruitment in violation of Section 6 of Republic Act No. 8042, as amended by Republic Act No. 10022, in Criminal Case No. 2169-V-18, and is sentenced to suffer the penalty of 12 years and one day to 20 years and **ORDERED** to **PAY** a fine of PHP 1,000,000.00.

SO ORDERED.

Leonen, SAJ. (Chairperson), Lazaro-Javier, J. Lopez, and *Kho, Jr., JJ.*, concur.

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[1] *Rollo*, pp. 3-5. Notice of Appeal dated January 17, 2024.

[2] *Id.* at 10-45. The October 26, 2023 Decision was penned by Associate Justice Eduardo S. Ramos, Jr. and concurred in by Associate Justices Edwin D. Sorongon and Ruben Reynaldo G. Roxas of the Seventh Division, Court of Appeals, Manila.

[3] *Id.* at 47-95. The May 4, 2020 Joint Decision was penned by Presiding Judge Maria Nena J. Santos.

[4] Entitled "An Act to Institute the Policies of Overseas Employment and Establish A Higher Standard of Protection and Promotion of the Welfare of Migrant Workers, Their Families and Overseas Filipinos in Distress, and for Other Purposes" (1995).

[5] Entitled "An Act Amending Republic Act No. 8042, Otherwise Known as the Migrant Workers and Overseas Filipinos Act of 1995, As Amended, Further Improving the Standard of Protection and Promotion of the Welfare of Migrant Workers, Their Families and Overseas Filipinos in Distress, and for Other Purposes" (2010).

[6] *Rollo*, pp. 11-12, 48.

[7] *Id.* at 47.

[8] "Cecojo" in some parts of the records.

[9] *Rollo*, pp. 11-12, 48.

[10] *Id.* at 12, 48.

[11] *Id.* at 12, 49.

[12] *Id.* at 13, 49.

[13] *Id.* at 13-22, 50-64.

[14] *Id.* at 22-23, 65-77.

[15] *Id.* at 13, 50.

[16] *Id.*

[17] *Id.* at 13-14, 50.

[18] *Id.* at 14, 51.

[19] *Id.* at 14, 51-52.

[20] *Id.* at 14-15, 52.

[21] *Id.* at 15, 52-53.

[22] *Id.* at 15, 53.

[23] *Id.* at 15-16, 53-54.

[24] *Id.* at 16, 54.

[25] *Id.* at 16, 54-55.

[26] *Id.* at 17, 55-56.

[27] *Id.* at 17-18, 56-57.

[28] *Id.* at 18, 57.

[29] *Id.* at 18-19, 57-58.

[30] *Id.* at 19, 58-59.

[31] *Id.* at 19, 59.

[32] *Id.* at 20, 59-60.

[33] *Id.* at 20-21, 60-61.

[34] *Id.* at 21, 61-62.

[35] *Id.* at 21-22, 63-64.

[36] *Id.* at 22, 64.

[37] *Id.*

[38] *Id.* at 22-23, 65-69.

[39] *Id.* at 23.

[40] *Id.* at 23, 69-77.

[41] *Id.* at 24, 77.

[42] *Id.* at 47-95.

[43] *Id.* at 94.

[44] *Id.*

[45] CA *rollo*, pp. 55-87.

[46] *Id.* at 75.

[47] *Id.* at 76.

[48] *Id.* at 81.

[49] *Rollo*, pp. 10-45.

[50] *Id.* at 44.

[51] *See* Notice of Appeal dated January 17, 2024; *id.* at 3-5.

[52] **People v. Ramos**, 935 Phil. 1077, 1089 (2023) [Per J. Lopez, Second Division].

[53] **People v. Buit Fe, G.R. No. 227190**, January 14, 2025 [Per J. Kho, Jr., Second Division] at 6. This pinpoint citation refers to the copy of the Decision uploaded to the Supreme Court website.

[54] **People v. Rivera**, 955 Phil. 716, 721 (2024) [Per J. Marquez, First Division].

[55] *Rollo*, pp. 80-81.

[56] *Id.* at 81.

[57] **People v. Rivera**, 955 Phil. 716, 722 (2024) [Per J. Marquez, First Division].

[58] CA *rollo*, pp. 159-193.

[59] *Rollo*, pp. 32-33.

[60] *Id.* at 33-34.

[61] *Id.* at 34-35.

[62] *Id.* at 35.

[63] *Id.* at 35-37.

[64] *Id.* at 37-38.

[65] *Id.* at 38.

[66] *Id.* at 38-39.

[67] *Id.* at 39-40.

[68] *Id.* at 40-41.

[69] *Id.* at 41-42.

[70] *Id.* at 42.

[71] **People v. Liwanag**, 920 Phil. 438, 450 (2022) [Per J. Hernando, Second Division].

[72] **People v. Conde**, 923 Phil. 775, 784 (2022) [Per J. Inting, Third Division].

[73] **People v. Samson**, 951 Phil. 1082, 1094 (2024) [Per J. Inting, Third Division].

[74] **Talisay v. People**, 945 Phil. 681, 688 (2023) [Per C.J. Gesmundo, First Division].

[75] **People v. Liwanag**, 920 Phil. 438, 450 (2022) [Per J. Hernando, Second Division].

[76] **People v. Mendoza**, 874 Phil. 924, 930-931 (2020) [Per J. Perlas-Bernabe, Second Division].

[77] **People v. Dela Concepcion**, 921 Phil. 418, 448 (2022) [Per J. Leonen, Third Division].

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