



Republic of the Philippines
 Department of Labor and Employment
NATIONAL LABOR RELATIONS COMMISSION
 Regional Arbitration Branch No. III
 City of San Fernando, Pampanga



CHRISTOPHER L. AMURAO,
Complainant,

-versus-

NLRC CASE No. RAB-III-12-33996-21

**PSI AIR 2007, INC., ARISMENDI
 VELASCO AND CELSO MERCADO,**
Respondents.

X-----X



ALIAS WRIT OF EXECUTION

TO: The Sheriff
 NLRC-RAB-III
 City of San Fernando, Pampanga

GREETINGS:

WHEREAS, on 19 January 2023 a *Decision* was rendered by the undersigned, the dispositive portion of which reads:

WHEREFORE, premises considered, judgment is hereby **RENDERED** finding complainant to have been **CONSTRUCTIVELY DISMISSED**. Accordingly, respondent PSI AIR 2007, Inc., is hereby **ORDERED** to immediately **REINSTATE** complainant to his former or equivalent position without loss of seniority rights and other privileges; to **PAY** complainant full backwages computed from the time he was deprived of his salaries up to the finality of this *Decision*; moral damages amounting to ₱50,000.00; exemplary damages amounting to ₱50,000.00; and attorney's fees equivalent to ten percent (10%) of the total monetary awards herein. The attached computation shall form an integral part of this *Decision*.

The foregoing awards shall earn interest at the rate of six percent (6%) per annum computed from finality of this *Decision* until the same are fully satisfied. Further, respondent PSI AIR 2007, Inc., is hereby **DIRECTED** to submit a report of its compliance with the reinstatement aspect of this *Decision* within ten days from receipt hereof.

All other claims are **DENIED** for lack of merit.
SO ORDERED.

WHEREAS, on 28 February 2023 a *Certificate of Finality* was issued;

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Maribeth G. Hernandez
MARIBETH G. HERNANDEZ
 LABOR ARBITRATION ASSOCIATE
 NLRC-RAB-III

X----- X

WHEREAS, on 23 March 2023 a *Writ of Execution* was issued for the amount of ₱6,230,241.35 based on the *Computation of Judgment Award* dated 23 March 2023 constituting full backwages, moral & exemplary damages, and attorney's fees;

WHEREAS, on 18 July 2023 a *Sheriff's Report* was submitted stating that the garnished amount of Php148,503.40 was deposited with the Cashier of this Office;

WHEREAS, on 20 July 2023 an *Order* was issued directing the NLRC-RAB-III Cashier to release the aforementioned amount in favor of complainant, subject to the payment of execution fees and deposit fees;

WHEREAS, per *Sheriff's Report* dated 15 August 2023, a Notice of Levy was issued on 10 August 2023 on the properties of respondents;

WHEREAS, on 31 August 2023 a *Motion for Cancellation of Notice of Levy* was filed by respondents;

WHEREAS, on 4 October 2023 a *Resolution* was issued by this Office, the dispositive portion of which reads:

WHEREFORE, premises considered, respondents' *Motion for Cancellation of Notice of Levy* is hereby **DENIED** for lack of merit. Accordingly, the Sheriff is hereby directed to continue enforcing the writ of execution dated 23 March 2023, strictly adhering to the 2011 NLRC Rules of Procedure, as amended, the 2021 NLRC Sheriff's Manual on Execution of Judgment, as well as Rule 39, Section 9 (b) of the Revised Rules of Court, specifically by selling only a sufficient portion of the personal or real property of the judgment obligor which has been levied upon. When there is more property of the judgment obligor than is sufficient to satisfy the judgment and lawful fees, **he must sell only so much** of the personal or real property as is sufficient to satisfy the judgment and lawful fees. Meanwhile, any and all persons having control over or possession of the personal properties of respondents subject of the Sheriff's *Notice of Levy* dated 10 August 2023 are hereby ordered to hold such properties subject to further orders from this Office or the Commission.

SO ORDERED.

WHEREAS, on 9 October 2023, a *Motion (for Computation of Judgment Award [Reinstatement and other legally due])* was filed by complainant;

WHEREAS, per *Sheriff's Report* dated 6 November 2023, a Notice of Levy and Notice of Sale was served and posted on 3 & 6 November 2023 for the scheduled auction sale on 9 November 2023;

WHEREAS, on 8 November 2023 RCBC Leasing and Finance Corporation filed a *Third Party Claim* and posted cash bond in the amount of ₱5,936,759.59 under O.R. No. 4773955;

WHEREAS, on 8 November 2023 RCBC Rental Corporation filed a *Third Party Claim* and posted cash bond in the amount of ₱5,936,759.59 under O.R. No. 4773954;

WHEREAS, per *Sheriff's Report* dated 9 November 2023, the auction sale scheduled on said date was not carried out in view of the third party claims filed by RCBC Rental Corp. and RCBC Leasing & Finance Corp.;

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MARIBETH G. HERNANDEZ
LABOR ARBITRATION ASSOCIATE

WHEREAS, on 16 November 2023 an *Omnibus Resolution* was issued by this Office, the dispositive portion of which reads:

WHEREFORE, premises considered, the *Third Party Claim* of RCBC Leasing and Finance Corporation over RP-C7110 and RP-C9110 is hereby **DENIED** for lack of merit. The *Third Party Claim* of RCBC Rental Corporation over RP-C8110 is likewise **DENIED** for lack of merit.

Accordingly, the Sheriff is hereby directed to continue enforcing the writ of execution dated 23 March 2023, strictly adhering to the 2011 NLRC Rules of Procedure, as amended, the 2021 NLRC Sheriff's Manual on Execution of Judgment, as well as Rule 39, Section 9 (b) of the Revised Rules of Court, specifically by selling only a sufficient portion of the personal or real property of the judgment obligor which has been levied upon. When there is more property of the judgment obligor than is sufficient to satisfy the judgment and lawful fees, he must sell only so much of the personal or real property as is sufficient to satisfy the judgment and lawful fees. Meanwhile, any and all persons having control over or possession of the personal properties of respondents subject of the Sheriff's *Notice of Levy* are hereby ordered to hold such properties subject to further orders from this Office or the Commission.

WHEREAS, per *Sheriff's Report* dated 5 December 2023, a Notice of Levy and Notice of Sale was served and posted on 30 November 2023 for the scheduled auction sale on 6 December 2023;

WHEREAS, on 6 December 2023, respondent PSI Air, Inc. deposited with the Cashier of this Office the amount of ₱5,936,759.59;

WHEREAS, on 7 December 2023, an *Order* was issued to the Cashier of this Office for the release of the aforementioned judgment award deposited, in favor of complainant as partial satisfaction of the *Decision* dated 19 January 2023.

WHEREAS, on 4 January 2024, a Motion to Release Bond was filed by RCBC Leasing & Finance Corporation and RCBC Rental Corporation;

WHEREAS, on 15 January 2024, an *Order* was issued granting the motion to release filed by RCBC Leasing & Finance Corporation and RCBC Rental Corporation;

WHEREAS, on 25 January 2023 & 12 February 2023, conferences were called for the purpose of exploring avenues for amicable settlement of the reinstatement aspect of the Decision of the Labor Arbiter as well as its monetary consequences;

WHEREAS, to date, the parties have not reached any settlement;

WHEREAS, in relation to the *Motion (for Computation of Judgment Award [Reinstatement and other legally due])* filed by complainant on 9 October 2023, the Labor Arbitration Associate of this Office prepared an *Updated Computation of Judgment Awards* dated 20 February 2024 consisting of the balance of the judgment award and reinstatement wages of the complainant.

NOW, THEREFORE, you are commanded to collect, in accordance with Section 9, Rule XI of the 2011 NLRC Rules of Procedure, as amended, the total
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MARIBETH G. HERNANDEZ
LABOR ARBITRATION ASSOCIATE
NLRC-RAB-III

amount of **FOUR MILLION SIX HUNDRED THIRTY THREE THOUSAND SIX HUNDRED FORTY PESOS & 49/100 (Php4,633,640.49)** from respondent **PSI AIR 2007, INC.** located at Bldg. 7212 Gen. Aviation Area 2023 Clarkfield, Pampanga or anywhere in the Philippines where it may be located, as partial satisfaction of the judgment award in favor of complainant pursuant to the *Decision* dated 19 January 2023.

Further collect from the respondent the execution fee in the amount of **Php45,836.40** and deposit fee of **Php23,188.20** pursuant to the Manual on Execution.

In case you fail to collect the amounts above-mentioned from the respondent/s, or the amount collected is insufficient to satisfy the judgment award, you are hereby ordered to cause the satisfaction of the judgment award in accordance with the order of enforcement stated in Section 9 (a), Rule XI of the 2011 NLRC Rules of Procedure, as amended, to wit: (a) Cash bond; (b) Bank deposits; (c) Surety Bond; (d) Personal property of respondent/s not exempt from execution; and (e) Real Property of respondent/s.

If the bonding company refuses to comply with the writ of execution, you may proceed to levy on the personal property, and if insufficient, the real property of the bonding company, without prejudice to contempt proceedings against its officers or authorized representatives.


Furthermore, you are hereby commanded to accompany the complainant to the premises of the respondent to effect his reinstatement to his former position. For this purpose, you are hereby directed to secure an affidavit or certification from the respondent stating to the effect that the complainant had actually been reinstated.

Likewise, you are hereby directed to return this Writ of Execution immediately after the full satisfaction of the judgment award. In case of partial or non-satisfaction of the judgment, you are hereby directed to submit a report updating the undersigned on the status of the enforcement of the writ not later than thirty (30) days from its receipt and every thirty (30) days thereafter during the five (5) year lifetime of the writ unless fully satisfied.

Finally, the Sheriff is directed to strictly adhere to the 2011 NLRC Rules of Procedure as well as the 2012 NLRC Sheriff's Manual on Execution of Judgment. Any deliberate or neglectful violation of the rules shall be dealt with accordingly. All matters/issues/questions encountered during the enforcement of the writ of execution shall be referred to the undersigned Labor Arbiter pursuant to the Memorandum dated February 4, 2014 issued by NLRC Chairman Gerardo C. Nograles.

WITNESS, the undersigned this 20th day of February 2024 at the City of San Fernando, Pampanga.

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MARIBETH G. HERNANDEZ
LABOR ARBITRATION ASSOCIATE
NLRC - RAB - III


RANELE D. PINEDA
Labor Arbiter