



Republic of the Philippines
Department of Labor and Employment
NATIONAL LABOR RELATIONS COMMISSION
REGIONAL ARBITRATION BRANCH NO. III
City of San Fernando Pampanga
09296988430



JISSON N. LABOLABO, ET. AL.,
-Complainant-

NLRC CASE NO. RAB III-03-00079-23

-VS-

NINING R.V. COMMERCIAL OCEAN
FISHING FORMERLY NRV FISHING
TRADING, RIZALYN VENUS AND RAUL TRILLANES,
-Respondent-

X-----X

NOTICE OF SALE/LEVY ON EXECUTION OF REAL PROPERTY

WHEREAS, by virtue of an Order of Execution issued by the Honorable **RANELE D. PINEDA**, Labor Arbiter of this Commission on May 16, 2024 in NLRC CASE NO. RAB III-03-00079-23 wherein **JISSON N. LABOLABO, ET. AL.**, are the complainants and **NINING R.V. COMMERCIAL OCEAN FISHING FORMERLY NRV FISHING TRADING, RIZALYN VENUS AND RAUL TRILLANES** are the respondents for the recovery by way of distraint the total sum of **PHP3,490,659.65**, execution fees of PHP 34,406.60, deposit fee of P17,473.30, with interest and costs, etc., levy was made on DECEMBER 06, 2024 by the undersigned Sheriff of this Commission upon the real property/and improvements of **RIZALYN VENUS**, registered under the name of **RIZALYN VENUS**, which are more particularly described as follows:

xxx "TCT 044-2020000144 a parcel of land (LOT 1-D OF THE SUBDIVISION PLAN (LRC) PSD-288239 APPROVED AS A NON-SUBDIVISION PROJECT, BEING A PORTION OF LOT 1, PSU-120921, LRC RECORD NO. F. PAT), SITUATED IN THE BARRIO OF LUCAPON, MUNICIPALITY OF STA. CRUZ, PROVINCE OF ZAMBALES, ISLAND OF LUZON xxxxxxxxx CONTAINING AN AREA OF EIGHT HUNDRED TWELVE (812) SQUARE METERS, MORE OR LESS" xxx.

nothing follows

NOW, THEREFORE, by virtue of said Order of execution and in accordance with Rule 39, Section 18 of the New Rules of Court of the Philippines, the undersigned Sheriff will set a public auction Sale to the bidder of CASH and in PHILIPPINE CURRENCY, on **July 28, 2025** at 10o'clock in the morning, or soon thereafter, at NLRC RAB-III, 4th Floor AscCorp Bldg Dolores, San Fernando Pampanga the above-described properties in order to satisfy said Order of Execution, together with interests, costs, Legal and Execution fees.

This Notice of Sale/Levy on Execution of Real Property will be published to **Bulgar** newspaper with general circulation for two consecutive weeks starting on July 07, 2025 and July 14, 2025.

In the event that the scheduled Auction Sale postponed, the same shall automatically reset on **August 04, 2025**, same time without further re-publication and posting of this notice.
City of San Fernando, Pampanga, July 02, 2025.

BY AUTHORITY OF THE COMMISSION:


ERWIN ANTHONY D. REYES
SHERIFF III

WARNING: IT IS ABSOLUTELY PROHIBITED TO REMOVE, DEFACE OR DESTROY THIS NOTICE OF SALE ON OR BEFORE THE DATE OF THIS SALE, UNDER PENALTY OF LAW.



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



JISSON M. LABOLABO, ET AL.,
Complainants,

-versus-

NLRC CASE No. RAB-III-03-00079-23

NINING R.V. COMMERCIAL OCEAN
 FISHING FORMERLY NRV FISHING
 TRADING, RIZALYN VENUS AND
 RAUL TRILLANES,

Respondents.

X-----X



WRIT OF EXECUTION

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

GREETINGS:

WHEREAS, on 27 December 2023 a *Decision* was rendered by the undersigned Labor Arbiter, the dispositive portion of which reads:

WHEREFORE, premises considered, judgment is hereby **RENDERED** finding insufficient evidence of the fact of complainants' dismissal or of abandonment on their part. Accordingly, complainants may immediately go back to work and respondents must accept them without backwages. Nonetheless, respondents are hereby **ORDERED** to solidarily pay complainants the following:

1. **WAGE DIFFERENTIALS** to be computed subject to the prescriptive periods under Article 306 of the Labor Code, as amended; respondents are given five days from receipt of this *Decision* within which to pay the computed salary differentials. Otherwise, double indemnity shall be imposed thereon during execution proceedings;
2. **SERVICE INCENTIVE LEAVE** computed in accordance with the ruling of the Court in the case of *Auto Bus Transport Systems, Inc., vs. Bautista*;¹
3. **13TH MONTH PAY** computed subject to the prescriptive periods under Article 306 of the Labor Code, as amended;
4. **HOLIDAY PAY** computed subject to the prescriptive periods under Article 306 of the Labor Code, as amended; and

¹ G.R. No. 156367, 16 May 2005.

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

5. **ATTORNEY'S FEES** equivalent to ten percent (10%) of the total monetary award.

The foregoing awards shall earn interest at the rate of six percent (6%) per annum, to be computed from the finality of this *Decision* until the same are fully paid.

All other claims are **DISMISSED** for lack of merit.

SO ORDERED.

WHEREAS, on 19 March 2024 a *Certificate of Finality* was issued;

WHEREAS, on 12 April 2024 a *Motion for Execution* was filed by complainants;

WHEREAS, on 2 May 2024 a pre-execution conference was scheduled but none of the parties appeared.

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 amount of **THREE MILLION FOUR HUNDRED NINETY THOUSAND SIX HUNDRED FIFTY NINE PESOS & 65/100 (Php3,490,659.65)** from respondents **NINING R.V. COMMERCIAL OCEAN FISHING FORMERLY NRV FISHING TRADING, RIZALYN VENUS AND RAUL TRILLANES**, located at Brgy. Lucapon North, Sta. Cruz, Zambales or anywhere in the Philippines where they may be located, as full satisfaction of the judgment award in favor of the complainants pursuant to the *Decision* dated 27 December 2023.

Further collect from the respondent/s the execution fee in the amount of **Php34,406.60** and deposit fee of **Php17,473.30** 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.

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.

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MARIBETH S. HERNANDEZ
FOR ARBITRATION ASSOCIATE
NLRC-RAB-III

Finally, you are 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 16th day of May 2024 at the City of San Fernando, Pampanga.



RANELE D. PINEDA
Labor Arbiter

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