



EARL CRISTONER CRUZ,
GAMALIEL LEANDRO C. LOPEZ,
ARMAN A. ARANDA, SARAH
FONTANILLA,
Complainant(s),

-versus-

NLRC-NCR CASE NO. 11-00438-20

CABLE CAR RESTOBAR AND
GAMEROOM, INC. / ROMEO B.
PATROILL II,
Respondent(s),

x-----x

NOTICE OF LEVY/SALE ON EXECUTION OF
PERSONAL PROPERTY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by virtue of the Writ of Execution issued by the Honorable Labor Arbiter JONALYN M. GUTIERREZ dated 10 December 2021 in the above-entitled case, copy of which is hereto attached for reference, for the recovery by way of distraint the amounts of:

JUDGMENT AWARD	PHP 428,344.95
EXECUTION FEE	3,783.45
DEPOSIT FEE	2,161.72
TOTAL	PHP 434,290.12

and other expenses that may be incurred in connection with this execution, LEVY was made on 29 March 2022 upon the Personal Property of respondent(s) which are more particularly described as follows:

- Eight (8) units Panasonic A/C 2.5HP Inverter Type CSU24TKQ
- Four (4) units Kevler speakers KRX-615SA 600w
- One (1) unit Kevler Premium Mic/Line Mixer Rv1602 Fx-USB
- One (1) unit Rekordbox Turntable
- One (1) pc 4-highburner aluminum stove
- One (1) pc 6-layer aluminum kitchen shelf
- One (1) pc dual aluminum sink w/ 3-layer shelf
- One (1) unite TCL 65" LCD TV
- Two (2) units Fujidenzo NFU-140SSDF upright freezers
- Three (3) units Fujidenzo chest type freezers

APPROVED FOR POSTING

FE D. CRUZ
 Labor Arbitration Associate
 NLRC-NCR

MIRIAM ARANDA

Eight (8) pcs 2'x4' tables (Iron frame, tiled surface)
Eighteen (18) pcs 2-seater couches (Iron frame, padded surface)

(Mode of Sale "AS IS WHERE IS BASIS")

NOW THEREFORE, by virtue of the said Writ of Execution and in accordance with Rule 39, Section 18, of the New Rules of Court in the Philippines, the undersigned Sheriff will sell at public auction to the highest bidder for CASH and in PHILIPPINE CURRENCY, on **07 July 2022 at 04:00 p.m.** or soon thereafter, at the property's location at **Cable Car, Unit G4, Ground & 2nd Floor, Eastwood, Citywalk 1, Bagumbayan, Quezon City** the above-described properties in order to satisfy said Writ of Execution, together with interests, costs and expenses of sale.

29 June 2022.



CHRISTIANSEN CASTEN
Sheriff III

WARNING!!!

It is absolutely prohibited to remove, deface or destroy this Notice of Sale on or before the date of sale, under penalty of the law.

N.B.

Properties levied herein are still in the possession of the respondent and will be made available at the time of the Auction Sale.

Republic of the Philippines
Department of Labor and Employment
NATIONAL LABOR RELATIONS COMMISSION
National Capital Region
Quezon City

DEC 13 2021

**EARL CRISTONER CRUZ,
GAMALIEL LEANDRO C. LOPEZ,
ARMAN A. ARANDA,
SARAH FONTANILLA**
Complainants,

-versus-

NLRC NCR Case No. 11-00438-20

**CABLE CAR RESTOBAR AND
GAMEROOM, INC./ROMEO
B. PASTROILL II,**
Respondents.

x ----- x

WRIT OF EXECUTION

TO: **SHERIFF CHRISTIANSEN S. CASTEN**
NLRC-NCR, Bookman Building
Banawe, Quezon City

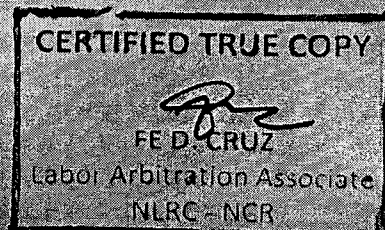
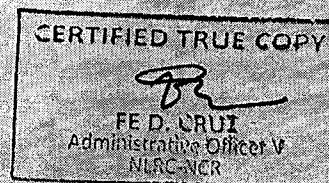
Sheriff Casten
12/13/21

GREETINGS:

WHEREAS, on 30 July 2021, the undersigned Labor Arbiter rendered a **DECISION** in the above-entitled case, the dispositive portion of which reads, as follows:

“WHEREFORE, respondent corporation Cable Car Restobar and Gameroom, Inc. is hereby ordered to pay complainants their individual service charges, as follows:

1. Earl Cristoner Cruz = P108,089.90



2. Gamaliel Leandro Lopez = P144,914.05
3. Sarah Fontanilla = P 68,382.24
4. Arman Aranda = P106,958.76

upon receipt of this decision.

All other claims are hereby **DISMISSED** for lack of substantial basis.

SO ORDERED.”

WHEREAS, on 18 October 2021, this Arbitration Office issued a **CERTIFICATE OF FINALITY**, certifying that the Decision rendered in this case, has pursuant to Section 21 (a) Rule V of the 2011 NLRC Rules of Procedure, as amended, become final and executory on 13 September 2021

WHEREAS, on 03 December 2021, complainants thru counsel filed a **MOTION FOR WRIT OF EXECUTION** dated 18 November 2021, copy furnished the respondents thru LBC. This Arbitration Office received it on 06 December 2021.

WHEREAS, on 24 November 2021, this Arbitration Office received a **MOTION FOR ISSUANCE OF WRIT OF EXECUTION** dated 19 November 2021; and

WHEREAS, this Arbitration Office resolves to **GRANT** the complainants' motion for writ of execution pursuant to **Section 1, Rule XI** of the NLRC Rules of Procedure, as amended, that a Writ of Execution may be issued *motu proprio* or on motion upon a Decision or Order that has become final and executory.

NOW, THEREFORE, you are hereby commanded to **COLLECT** in accordance with **Section 9, Rule XI** of the 2011 NLRC Rules of Procedure, as amended, the total amount of **FOUR HUNDRED TWENTY-EIGHT THOUSAND THREE HUNDRED FORTY-FOUR PESOS AND NINETY-FIVE CENTAVOS (P428,344.95)** from the respondent **CABLE CAR RESTOBAR AND GAMEROOM, INC.**, whose address on record is at 3/F Campe Building, Sampaguita Street, Barangay Marimar, Bicutan 1700 Parañaque City, **OR** anywhere in the Philippines where it may be located, representing payment of service charges for all four (4) complainants (Earl Cristoner Cruz – P108,089.90; Gamaliel Leandro Lopez – P144,914.05; Sarah

Fontanilla – P68,382.24; and Arman Aranda – P106,958.76) pursuant to the DECISION dated 18 October 2021 rendered in the instant case.

FURTHER, collect from the respondent corporation the required EXECUTION FEE of THREE THOUSAND SEVEN HUNDRED EIGHTY-THREE PESOS AND FORTY-FIVE CENTAVOS (P3,783.45) pursuant to NLRC En Banc Resolution No. 14-13 (series of 2013) and under BP 325 the required DEPOSIT FEE of TWO THOUSAND ONE HUNDRED SIXTY-ONE PESOS AND SEVENTY-TWO CENTAVOS (P2,161.72).

In case you failed to collect the above-mentioned amounts from the respondent company, or the amount collected is insufficient to satisfy the judgment award, you are hereby ordered to cause the satisfaction of the monetary 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 not exempt from execution; and (e) Real property of respondent.

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 representative.

SO ORDERED.

Quezon City, Philippines, 10 December 2021.

JONALYN M. GUTIERREZ
Labor Arbitrator

COPY FURNISHED:

ATTY. MCDONALD M. GALIT
Counsel for Complainant
R26, 2nd Floor, Suntrust Capitol Plaza,
Matalino Street, Diliman Quezon City, 1101

CABLE CAR RESTOBAR AND GAMEROOM, INC./
ROMEÓ B. PASTORIL II
3/F Campe Building, Sampaguita Street
Barangay Marimar, Bicutan, 1700 Parañaque City

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