



Republic of the Philippines
 Department of Labor and Employment
NATIONAL LABOR RELATIONS COMMISSION
 NATIONAL CAPITAL REGION
 Quezon City



VICENTE DELOTA TERANTE,
Complainant(s),

-versus-

NLRC-NCR CASE NO. 06-11336-19

NORTHBAY CONSTRUCTION SERVICES CORPORATION and DANIEL L. BAUTISTA,
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 GENER T. CAÑO** dated 17 March 2022 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 772,393.42
EXECUTION FEE	7,223.93
DEPOSIT FEE	3,881.96
TOTAL	PHP 783,499.31

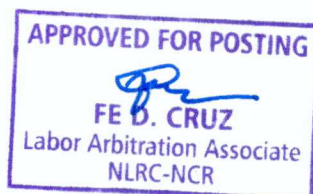
and other expenses that may be incurred in connection with this execution, **LEVY** was made on **26 May 2022** upon the Personal Property of respondent(s) which are more particularly described as follows:

*Komatsu D20 Bulldozer - Low Ground Pressure Type
 + (one) unit*

(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 **06 June 2022** at **10:00 a.m.** or soon thereafter, at the property's location at *377 Gov. Andres Bernal Street, San Jose, Navotas City* the above-described properties in order to satisfy said Writ of Execution, together with interests, costs and expenses of sale.

26 May 2022.



[Signature]
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.



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 National Capital Region Arbitration Branch
 Quezon City



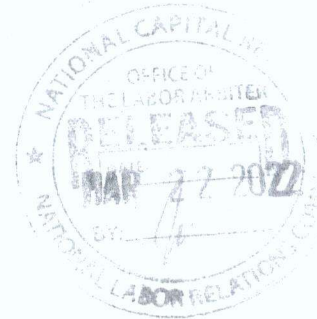
VICENTE DELOTA TERANTE,,
 Complainant/s,

- versus -

NLRC NCR CASE NO. 06-11336-19

**NORTHBAY CONSTRUCTION
 SERVICES CORPORATION AND
 DANIEL L. BAUTISTA,**
 Respondent/s.

X-----X



WRIT OF EXECUTION

TO : **CHRISTIANSEN S. CASTEN**
 Sheriff III
 NLRC-NCR Arbitration Branch
 Quezon City

Christensen
 3/22/22

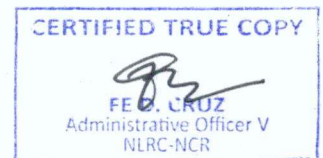
GREETINGS:

WHEREAS, on 06 July 2020, the undersigned Labor Arbitrer rendered a Decision in the above-entitled case, the dispositive portion of which reads:

"WHEREFORE, above premises considered, judgment is hereby rendered **DECLARING** Complainant Vicente D. Terante to have been **ILLEGALLY DISMISSED** from employment by Respondent Northbay Construction Services Corporation.

Accordingly, Respondents Northbay Construction Services Corporation is hereby **ORDERED** to pay Complainant the following:

1. Separation pay -PhP 265,278.00
2. Retirement benefits -PhP 229,567.50



3.	Salary differentials	-Php 99,298.32
4.	SIL	-Php 51,101.50
5.	Holiday pay	-Php 16,802.00
6.	13th month pay	-Php 40,128.52
	SUB-TOTAL	-Php 702,175.84
7.	Attorney's fees	-Php 70,217.58
	GRAND TOTAL	-Php 772,393.42

The Computation of Judgment Award is hereto attached as **Annex "A"** and forms part of this Decision.

SO ORDERED."

WHEREAS, the said Decision was sent to the parties and neither of them filed an appeal pursuant to Article 229 (formerly Article 223) of the Labor Code, as amended.

WHEREAS, the said Decision became final and executory on 14 December 2020 per Certificate of Finality dated 17 May 2021, which was issued pursuant to Section 21, Rule V of the 2011 NLRC Rules of Procedure, as amended;

WHEREAS, there is no restraining order or preliminary mandatory injunction issued by the NLRC, or any Court or Tribunal enjoining the execution of judgment in this case, hence the execution proceeding shall proceed as a matter of course.

NOW THEREFORE, you are hereby commanded to collect in accordance with Section 9, Rule XI of the 2011 Rules of Procedure, as amended, the total amount of **SEVEN HUNDRED SEVENTY TWO THOUSAND THREE HUNDRED NINETY THREE and 42/100 (PHP772,393.42) PESOS** from Respondent **NORTHBAY CONSTRUCTION SERVICES CORPORATION** at #313 Gov. Andres Pascual Street, Barangay San Jose, Navotas City or anywhere in the Philippines where they may be located, representing Complainant's judgment award pursuant to the Decision rendered on 06 July 2020.

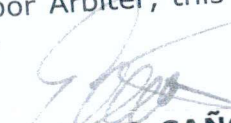
Further collect from said Respondent the Execution Fee in the amount of **SEVEN THOUSAND TWO HUNDRED TWENTY THREE AND 93/100 (P7,223.93) PESOS** and Deposit Fee of **THREE THOUSAND EIGHT HUNDRED EIGHTY ONE AND 96/100 (P3,881.96) PESOS** pursuant to the NLRC Sheriff's

Manual on Execution of Judgment. In case you fail to collect the amounts above-mentioned from the respondent, 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, as far as practicable, to wit: (a) Cash Bond (b) Bank Deposits (c) Surety Bond; (d) Personal Properties of Respondents not exempt from execution; and (e) Real Properties of Respondents.

Pursuant to Section 7, Rule XI of the 2011 NLRC Rules of Procedure, as amended, this Writ of Execution shall be effective for a period of five (5) years from issuance thereof.

Furthermore, pursuant to Section 15, Rule XI of the 2011 NLRC Rules of Procedure, as amended, you shall return this writ of execution to the Labor Arbiter immediately after the full satisfaction of the judgment award. In case of partial or non-satisfaction of the judgment, you shall submit a report updating the Labor Arbiter who issued this writ of execution on the status of the enforcement hereof, not later than thirty (30) days from receipt of this writ and every thirty (30) days thereafter during the lifetime of this writ unless fully satisfied.

WITNESS, the undersigned Labor Arbiter, this 17th day of March 2022 in Quezon City, Philippines.


GENER T. CAÑO
Labor Arbiter

Received by:

CHRISTIANSEN S. CASTEN
Sheriff III

Date: _____

GTC/mdt*

